

National Fuel Gas Supply Corporation: Third Revised Volume No. 1
Title Page : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1
(Superseding Second Revised Volume No. 1)

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1st Rev. Sub. 5th Revised Sheet No. 1 1st Rev. Sub. 5th Revised Sheet No. 1 : Superseded
Superseding: Third Revised Sheet No. 1

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Superseding: Original Sheet No. 2A

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First Revised Sheet No. 3 First Revised Sheet No. 3 : Superseded

Superseding: Original Sheet No. 3

PRELIMINARY STATEMENT

National Fuel Gas Supply Corporation, a Pennsylvania corporation, is a natural gas pipeline company principally engaged in the business of storing and transporting natural gas in interstate commerce, under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Its main pipeline system extends in a northerly and northeasterly direction from the extreme southwestern corner of Pennsylvania through Pennsylvania to the Canadian boundary of New York and easterly to Potter County, Pennsylvania and Steuben County, New York.

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2nd Alt. Tenth Rev. Sheet No. 5 2nd Alt. Tenth Rev. Sheet No. 5 : Superseded
 Superseding: Sub. Sixth Revised Sheet No. 5

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 2/ (6)
FT	Reservation	(Max)	\$3.8828	**/	-	\$3.8828
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0065	0.0085	0.0023	\$0.0173
		(Min)	0.0065	-	0.0023	\$0.0088
	Authorized Overrun	(Max)	0.1342	0.0085	0.0023	\$0.1450
		(Min)	0.0065	-	0.0023	\$0.0088
Niagara Zone 1						
	Reservation	(Max)	2.3596	**/	-	\$2.3596
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0001	0.0085	0.0023	\$0.0109
		(Min)	0.0001	-	0.0023	\$0.0024
	Authorized Overrun	(Max)	0.0777	0.0085	0.0023	\$0.0885
		(Min)	0.0001	-	0.0023	\$0.0024
Niagara Zone 2						
	Reservation	(Max)	1.8714	**/	-	\$1.8714
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0010	0.0085	0.0023	\$0.0118
		(Min)	0.0010	-	0.0023	\$0.0033
	Authorized Overrun	(Max)	0.0625	0.0085	0.0023	\$0.0733
		(Min)	0.0010	-	0.0023	\$0.0033
Niagara Zone 3						
	Reservation	(Max)	2.9474	**/	-	\$2.9474
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0003	0.0085	0.0023	\$0.0111
		(Min)	0.0003	-	0.0023	\$0.0026
	Authorized Overrun	(Max)	0.0972	0.0085	0.0023	\$0.1080
		(Min)	0.0003	-	0.0023	\$0.0026
Niagara Zone 1						
Secondary Point Surcharge						
	Commodity	(Max)	0.0565	-	-	\$0.0565
		(Min)	-	-	-	-
EFT	Reservation	(Max)	4.0976	**/	-	\$4.0976
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0070	0.0085	0.0023	\$0.0178
		(Min)	0.0070	-	0.0023	\$0.0093
	Authorized Overrun	(Max)	0.1417	0.0085	0.0023	\$0.1525
		(Min)	0.0070	-	0.0023	\$0.0093

1/ - Where applicable.

2/ - All rates exclusive of fuel, loss and company-use retention.

Fuel and loss retention for all applicable rate schedules is 2.00%.

**/ - GRI rates related to Reservation charges are based on load factors.

Greater than 50% = 21.8 cents/dth, less than 50% = 13.4 cents/dth.

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Twenty First Revised Sheet No. 5 Twenty First Revised Sheet No. 5 : Superseded
 Superseding: Twentieth Revised Sheet No. 5

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	TSCA (4)	TSCA Surch. (5)	GRI 1/ (6)	FERC ACA (7)	Current Rate 2/ (8)
FT	Reservation	(Max)	\$3.5637	-	-	3/	-	\$3.5637
		(Min)	0.0000	-	-	-	-	\$0.0000
	Commodity	(Max)	0.0064	-	-	0.0088	0.0020	\$0.0172
		(Min)	0.0064	-	-	-	0.0020	\$0.0084
	Authorized Overrun	(Max)	0.1236	-	-	0.0088	0.0020	\$0.1344
		(Min)	0.0064	-	-	-	0.0020	\$0.0084
Maximum Volumetric Rate		0.1236	-	-	0.0088	0.0020	\$0.1344	
Niagara Zone 1								
	Reservation	(Max)	2.2622	-	-	3/	-	\$2.2622
		(Min)	0.0000	-	-	-	-	\$0.0000
	Commodity	(Max)	0.0001	-	-	0.0088	0.0020	\$0.0109
		(Min)	0.0001	-	-	-	0.0020	\$0.0021
	Authorized Overrun	(Max)	0.0745	-	-	0.0088	0.0020	\$0.0853
		(Min)	0.0001	-	-	-	0.0020	\$0.0021
Maximum Volumetric Rate		0.0745	-	-	0.0088	0.0020	\$0.0853	
Niagara Zone 2								
	Reservation	(Max)	1.7780	-	-	3/	-	\$1.7780
		(Min)	0.0000	-	-	-	-	\$0.0000
	Commodity	(Max)	0.0009	-	-	0.0088	0.0020	\$0.0117
		(Min)	0.0009	-	-	-	0.0020	\$0.0029
	Authorized Overrun	(Max)	0.0594	-	-	0.0088	0.0020	\$0.0702
		(Min)	0.0009	-	-	-	0.0020	\$0.0029
Maximum Volumetric Rate		0.0594	-	-	0.0088	0.0020	\$0.0702	
Niagara Zone 3								
	Reservation	(Max)	2.0636	-	-	3/	-	\$2.0636
		(Min)	0.0000	-	-	-	-	\$0.0000
	Commodity	(Max)	0.0003	-	-	0.0088	0.0020	\$0.0111
		(Min)	0.0003	-	-	-	0.0020	\$0.0023
	Authorized Overrun	(Max)	0.0681	-	-	0.0088	0.0020	\$0.0789
		(Min)	0.0003	-	-	-	0.0020	\$0.0023
Maximum Volumetric Rate		0.0681	-	-	0.0088	0.0020	\$0.0789	
Niagara Zone 1								
Secondary Point Surcharge								
	Commodity	(Max)	0.0491	-	-	-	-	\$0.0491
		(Min)	-	-	-	-	-	-
EFT	Reservation	(Max)	3.7595	0.0877	0.0339	3/	-	\$3.8811
		(Min)	0.0000	0.0877	0.0339	-	-	\$0.1216
	Commodity	(Max)	0.0070	0.0000	0.0000	0.0088	0.0020	\$0.0178
		(Min)	0.0070	0.0000	0.0000	-	0.0020	\$0.0090
	Authorized Overrun	(Max)	0.1306	-	-	0.0088	0.0020	\$0.1414
		(Min)	0.0070	-	-	-	0.0020	\$0.0090
Maximum Volumetric Rate		0.1306	0.0029	0.0011	0.0088	0.0020	\$0.1454	

1/ - Where applicable.

2/ - All rates exclusive of fuel, loss and company-use retention.

Fuel and loss retention for all applicable rate schedules is 2.00%.

3/ - GRI rates related to Reservation charges are based on load factors.

Greater than 50% = 26.0 cents/dth, less than 50% = 16.0 cents/dth.

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2nd Alt. 3rd. Rev. Sheet No. 5A 2nd Alt. 3rd. Rev. Sheet No. 5A : Superseded

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 2/ (6)
IT	Commodity	(Max)	0.1342	0.0085	0.0023	\$0.1450
		(Min)	0.0065	-	0.0023	\$0.0088
	Authorized Overrun	(Max)	0.1342	0.0085	0.0023	\$0.1450
		(Min)	0.0065	-	0.0023	\$0.0088
Gathering Commodity		0.0500	-	-	\$0.0500	
X-58 Conversion Surcharge	Reservation	(Max)	\$3.2956	-	-	\$3.2956
		(Min)	-	-	-	-
	Commodity	(Max)	(\$0.0051)	-	-	(\$0.0051)
		(Min)	-	-	-	-
W-1	Commodity	(Max)	0.0394	0.0085	0.0023	\$0.0502
		(Min)	0.0000	-	-	\$0.0000
	Authorized Overrun	(Max)	0.0394	0.0085	0.0023	\$0.0502
		(Min)	0.0000	-	-	\$0.0000
	Fly-By Rate	(Max)	0.0100	-	-	\$0.0100
		(Min)	0.0000	-	-	\$0.0000
IR-1	First Day	(Max)	0.0819	0.0085	0.0023	\$0.0927
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0031	-	-	\$0.0031
		(Min)	0.0000	-	-	\$0.0000
IR-2	First Day	(Max)	0.0031	-	-	\$0.0031
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0031	-	-	\$0.0031
		(Min)	0.0000	-	-	\$0.0000

1/ - Where applicable.

2/ - All rates exclusive of fuel, loss and company-use retention.
 Fuel and loss retention for all applicable rate schedules is 2.00%.

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: TM97-11-16-000

Twenty Third Revised Sheet No. 5A Twenty Third Revised Sheet No. 5A : Superseded
 Superseding: Twenty Second Revised Sheet No. 5A

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 2/ (6)
IT	Commodity	(Max)	\$0.1236	0.0088	0.0020	\$0.1344
		(Min)	0.0000	-	0.0020	\$0.0020
	Authorized Overrun	(Max)	0.1236	0.0088	0.0020	\$0.1344
		(Min)	0.0000	-	0.0020	\$0.0020
IG	Commodity	(Max)	0.1000	-	-	\$0.1000
		(Min)	0.0070	-	-	\$0.0070
FG	Reservation	(Max)	7.2200	3/	-	\$7.2200
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0070	0.0088	0.0020	\$0.0178
		(Min)	0.0070	-	0.0020	\$0.0090
	Authorized Overrun	(Max)	0.1000	0.0088	0.0020	\$0.1108
		(Min)	0.1000	-	0.0020	\$0.1020
Gathering	Amortization Surcharge Reservation	(Max)	0.1321	-	-	\$0.1321
		(Min)	0.1321	-	-	\$0.1321
X-58 Conversion	Surcharge Reservation	(Max)	0.1221	-	-	\$0.1221
		(Min)	-	-	-	-
	Commodity	(Max)	-	-	-	-
		(Min)	-	-	-	-
W-1	Commodity	(Max)	0.0252	0.0088	0.0020	\$0.0360
		(Min)	0.0000	-	-	\$0.0000
	Authorized Overrun	(Max)	0.0252	0.0088	0.0020	\$0.0360
		(Min)	0.0000	-	-	\$0.0000
	Fly-By Rate	(Max)	0.0100	-	-	\$0.0100
		(Min)	0.0000	-	-	\$0.0000
IR-1	First Day	(Max)	0.0532	0.0088	0.0020	\$0.0640
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0028	-	-	\$0.0028
		(Min)	0.0000	-	-	\$0.0000
IR-2	First Day	(Max)	0.0028	-	-	\$0.0028
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0028	-	-	\$0.0028
		(Min)	0.0000	-	-	\$0.0000
FST	Reservation	(Max)	3.5637	3/	-	\$3.5637
		(Min)	0.0000	-	-	\$0.0000
	Commodity	(Max)	0.0064	0.0088	0.0020	\$0.0172
		(Min)	0.0064	-	0.0020	\$0.0084
	Authorized Overrun	(Max)	0.1236	0.0088	0.0020	\$0.1344
		(Min)	0.0064	-	0.0020	\$0.0084
	Maximum Volumetric Rate		0.1236	0.0088	0.0020	\$0.1344

1/ - Where applicable.

2/ - All rates exclusive of fuel, loss and company-use retention.

Fuel and loss retention for all applicable rate schedules is 2.00%.

3/ - GRI rates related to Reservation charges are based on load factors.

Greater than 50% = 26.0 cents/dth, less than 50% = 16.0 cents/dth.

Effective Date: / / Status: Effective
 FERC Docket: RP95-298-000

2nd. Alt. Ninth Rev. Sheet No. 6 2nd. Alt. Ninth Rev. Sheet No. 6 : Superseded
 Superseding: rd. Sub. Fifth Revised Sheet No. 6

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 3/ (6)
ESS	Demand	(Max)	\$2.3663	4/	-	\$2.3663
		(Min)	0.0000	-	-	\$0.0000
	Capacity	(Max)	0.0474	-	-	\$0.0474
		(Min)	0.0000	-	-	\$0.0000
	Injection/ Withdrawal	(Max)	0.0195	0.0085	0.0023	\$0.0303
		(Min)	0.0000	-	-	\$0.0000
ISS	Injection	(Max)	1.1680	0.0085	0.0023	\$1.1788
		(Min)	0.0000	-	-	\$0.0000
IAS	Usage	(Max) 2/	0.0031	-	-	\$0.0031
		(Min) 2/	0.0000	-	-	\$0.0000
	Advance/Return	(Max)	0.0195	0.0085	0.0023	\$0.0303
		(Min)	0.0000	-	-	\$0.0000
FSS	Demand	(Max)	2.3663	4/	-	\$2.3663
		(Min)	0.0000	-	-	\$0.0000
	Capacity	(Max)	0.0474	-	-	\$0.0474
		(Min)	0.0000	-	-	\$0.0000
	Injection/ Withdrawal	(Max)	0.0195	0.0085	0.0023	\$0.0303
		(Min)	0.0000	-	-	\$0.0000
P-1	First Day	(Max)	0.0866	0.0085	0.0023	\$0.0974
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0078	-	-	\$0.0078
		(Min)	0.0000	-	-	\$0.0000
P-2	First Day	(Max)	0.0078	-	-	\$0.0078
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0078	-	-	\$0.0078
		(Min)	0.0000	-	-	\$0.0000

1/ - Where applicable.

2/ - Unit Dt Rates per day.

3/ - Surface Operating Allowance is 1.4%, where applicable.

4/ - GRI rates related to Reservation charges are based on load factors.
 Greater than 50% = 21.8 cents/dth, less than 50% = 13.4 cents/dth.

Effective Date: 10/01/1996 Status: Effective
 FERC Docket: TM97-1-16-000

Fourteenth Rev. Sheet No. 6 Fourteenth Rev. Sheet No. 6 : Superseded
 Superseding: Sub. Thirteenth Rev. Sheet No. 6

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 3/ (6)
ESS	Demand	(Max)	\$2.1400	4/	-	\$2.1400
		(Min)	0.0000	-	-	\$0.0000
	Capacity	(Max)	0.0432	-	-	\$0.0432
		(Min)	0.0000	-	-	\$0.0000
	Injection/Withdrawal	(Max)	0.0139	0.0088	0.0023	\$0.0250
		(Min)	0.0000	-	-	\$0.0000
ISS	Injection	(Max)	1.0635	0.0088	0.0023	\$1.0746
		(Min)	0.0000	-	-	\$0.0000
IAS	Usage	(Max) 2/	0.0028	-	-	\$0.0028
		(Min) 2/	0.0000	-	-	\$0.0000
	Advance/Return	(Max)	0.0139	0.0088	0.0023	\$0.0250
		(Min)	0.0000	-	-	\$0.0000
FSS	Demand	(Max)	2.1556	4/	-	\$2.1556
		(Min)	0.0000	-	-	\$0.0000
	Capacity	(Max)	0.0432	-	-	\$0.0432
		(Min)	0.0000	-	-	\$0.0000
	Injection/Withdrawal	(Max)	0.0139	0.0088	0.0023	\$0.0250
		(Min)	0.0000	-	-	\$0.0000
P-1	First Day	(Max)	0.0575	0.0088	0.0023	\$0.0686
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0071	-	-	\$0.0071
		(Min)	0.0000	-	-	\$0.0000
P-2	First Day	(Max)	0.0071	-	-	\$0.0071
		(Min)	0.0000	-	-	\$0.0000
	Each Subsequent Day	(Max)	0.0071	-	-	\$0.0071
		(Min)	0.0000	-	-	\$0.0000

- 1/ - Where applicable.
- 2/ - Unit Dt Rates per day.
- 3/ - Surface Operating Allowance is 1.4%, where applicable.
- 4/ - GRI rates related to Reservation charges are based on load factors.
 Greater than 50% = 26.0 cents/dth, less than 50% = 16.0 cents/dth.

Effective Date: / / Status: Effective
 FERC Docket: RP95-298-000

2nd. Alt. Fifth Rev. Sheet No. 6A 2nd. Alt. Fifth Rev. Sheet No. 6A : Superseded
 Superseding: First Revised Sheet No. 6A

Rate Sch. (1)	Rate Component (2)	Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 2/ (6)
SS-1	Deliverability	\$3.4945	3/	-	\$3.4945
	Capacity	0.0318	-	-	0.0318
	Injection/Withdrawal	0.0125	\$0.0085	0.0023	0.0233
	Excess Service	0.0125	-	-	0.0125
	Surface Operating Allowance Charge	0.0105	-	-	0.0105
SS-2	Deliverability	4.2549	3/	-	4.2549
	Capacity	0.0284	-	-	0.0284
	Injection/Withdrawal	0.0105	0.0085	0.0023	0.0213
	Excess Service	0.0125	-	-	0.0125
	Surface Operating Allowance Charge	0.0105	-	-	0.0105

- 1/ - Where applicable.
- 2/ - Surface Operating Allowance is 1.4%, where applicable.
- 3/ - GRI rates related to Reservation charges are based on load factors.
 Greater than 50% = 21.8 cents/dth, less than 50% = 13.4 cents/dth.

Effective Date: 10/01/1996 Status: Effective
 FERC Docket: TM97-1-16-000

Alt. Eighth Revised Sheet No. 6A Alt. Eighth Revised Sheet No. 6A : Superseded
 Superseding: Sub. Sixth Rev. Sheet No. 6A

Rate Sch. (1)	Rate Component (2)	Base Rate (3)	GRI 1/ (4)	FERC ACA (5)	Current Rate 2/ (6)
SS-1	Deliverability	\$6.5175	3/	-	\$6.5175
	Capacity	0.0291	-	-	0.0291
	Injection/Withdrawal	0.0125	\$0.0088	0.0023	0.0236
	Excess Service	0.0125	-	-	0.0125
	Surface Operating Allowance Charge	0.0106	-	-	0.0106
SS-2	Deliverability	8.1470	3/	-	8.1470
	Capacity	0.0260	-	-	0.0260
	Injection/Withdrawal	0.0106	0.0088	0.0023	0.0217
	Excess Service	0.0125	-	-	0.0125
	Surface Operating Allowance Charge	0.0106	-	-	0.0106

- 1/ - Where applicable.
- 2/ - Surface Operating Allowance is 1.4%, where applicable.
- 3/ - GRI rates related to Reservation charges are based on load factors.
 Greater than 50% = 26.0 cents/dth, less than 50% = 16.0 cents/dth.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 7 First Revised Sheet No. 7 : Superseded
Superseding: Original Sheet No. 7
FT RATE SCHEDULE
Firm Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that: (i) capacity is available on all portions of Transporter's system (including primary receipt and delivery points) necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for firm transportation service under this FT Rate Schedule in the form contained in this Tariff; and (iii) said service complies with the terms and conditions of this FT Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not be required to grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; provided, however, that Transporter may not reject a request for service hereunder solely because of the absence of equipment sufficient to provide Transporter with real time measurement, communication and control capability at any delivery point, unless the installation of such equipment would not be operationally feasible, as determined by Transporter; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing, firm transportation or storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis according to the criteria set forth in Section 31.2 of the General Terms and Conditions; or (v) if such service does not comply with this FT Rate Schedule or the FT Service Agreement.
- 1.3 While a determination of capacity on Transporter's system is reported once each year, on March 1st, in accordance with Section 284.12 of the Commission's regulations, determination of available firm capacity on Transporter's system shall be made from time to

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FERC Docket: RP97-201-000

Third Revised Sheet No. 8 Third Revised Sheet No. 8 : Superseded
Superseding: Second Revised Sheet No. 8
FT RATE SCHEDULE
Firm Transportation Service

1. AVAILABILITY (Cont'd.)

time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.

1.4 Transporter and Shipper may add or delete firm primary delivery or receipt points from time to time provided Transporter can provide service at such points on a firm basis, provided, however, that Transporter shall have no obligation to agree to a change in Shipper's primary receipt or delivery point if such change would result in a decrease in Shipper's rate or the revenues received from Shipper under the applicable Transportation Service Agreement. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.

- (a) Availability of service at new primary delivery point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary delivery point(s).
- (b) Availability of service at new primary receipt point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary receipt points.
- (c) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c), (f), and (g) of Section 31.1 of the General Terms and Conditions may be omitted.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 9 First Revised Sheet No. 9 : Superseded
Superseding: Original Sheet No. 9

FT RATE SCHEDULE
Firm Transportation Service

1. AVAILABILITY (Cont'd.)

- 1.5 This FT Rate Schedule is available only for transportation to delivery points that are equipped with equipment sufficient to provide Transporter with real time measurement, communication and control capability. All primary receipt points must also be equipped with such equipment.
- 1.6 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:
 - (a) Receipt/Delivery Points: The primary receipt and delivery points for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter,
 - (b) Gas Quantities: The maximum daily transportation quantity (MDTQ) applicable to each primary receipt and delivery point, stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this FT Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This FT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an FT Service Agreement.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 10 First Revised Sheet No. 10 : Superseded
Superseding: Sub. Original Sheet No. 10
FT RATE SCHEDULE
Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE

2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary receipt point(s) specified in the FT Service Agreement, or at secondary receipt points as described in Subsection 2.4 hereof, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after reductions as set out in the FT Service Agreement and Section 3 of this FT Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary delivery points specified in the FT Service Agreement, or at secondary delivery points as described in Subsection 2.4 hereof. Subject to Subsection 2.4 hereof, Transporter shall not be required:

- (a) to accept any gas tendered at any firm primary receipt point in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the FT Service Agreement for that receipt point,
- (b) to accept quantities of gas in excess of the Contract MDTQ on any day at any combination of receipt points,
- (c) to deliver quantities of gas at any firm primary delivery point in excess of the MDTQ specified in the FT Service Agreement for that delivery point, nor
- (d) to deliver quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.

The Contract MDTQ shall be the sum of the MDTQ's applicable to each primary receipt point. The sum of the MDTQ's applicable to each primary delivery point shall also equal the Contract MDTQ, net of applicable fuel and loss retention.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Third Revised Sheet No. 11 Third Revised Sheet No. 11 : Superseded
Superseding: Second Revised Sheet No. 11
FT RATE SCHEDULE
Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.4 Subject to the provisions of this FT Rate Schedule, Transporter will:

- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
- (b) deliver natural gas for the Shipper's account at a secondary delivery point;

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service, and provided further that any such delivery point(s) are equipped with measurement, control and communication equipment required for firm delivery points. Use of secondary receipt and delivery points by FT Shippers shall be superior to the use of such points by interruptible shippers.

- 2.5 Subject to Section 11 of the General Terms and Conditions of this tariff, an FT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.
- 2.6 A shipper receiving service under this FT Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.7 Service under this FT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Transporter.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 12 First Revised Sheet No. 12 : Superseded
Superseding: Original Sheet No. 12
FT RATE SCHEDULE
Firm Transportation Service

3. RATE

- 3.1 The maximum and minimum rates for service under this rate schedule are set forth on the currently effective Sheet No. 5 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
 - (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month, except gas delivered into storage for subsequent transportation by Transporter upon withdrawal.
 - (c) Interruptible Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter's electronic bulletin board, and with each general rate filing submitted by Transporter, shall be subject to the interruptible gathering rate.
 - (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
 - (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited, to equipment sufficient to provide Transporter with real time measurement, communication and control capability.
 - (f) With respect to services resulting from the assignment of capacity associated with Transporter's Rate Schedule X-58

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 13 Second Revised Sheet No. 13 : Superseded
Superseding: First Revised Sheet No. 13
FT RATE SCHEDULE
Firm Transportation Service

3. RATE (Cont'd.)

to firm shippers of Transcontinental Gas Pipe Line Corporation, a surcharge to Transporter's reservation and commodity charges (set forth on Sheet No. 5A as "X-58 conversion surcharge"), applicable to services that were converted from Mcf to Dth on the basis of 1.000 Dth per Mcf.

(g) Amortization Surcharge. A charge per month per Dth of Contract MDTQ, provided that the Shippers listed on Sheet No. 238 of Transporter's FERC Gas Tariff, shall be exempt from the Amortization Surcharge.

- 3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5 as "fuel, loss and company-use retention."
- 3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5.
- 3.5 The applicable maximum and minimum rates for transportation service utilizing a zone of Transporter's Niagara import point project capacity are set forth on the currently effective Sheet No. 5 of this tariff. The Niagara Zone I rate is applicable to shippers with the Niagara import point as the primary receipt point and primary delivery point(s) off the jointly-owned Niagara Spur Loop Line, or any of the following pipelines of Transporter; Line X (North of the Concord Compressor Station); Line U; Line U-M2; Line XM-5-2; Line X-M2; Line NM-44; Line K (North of Station BN-RS-15T); Line K-M2; and Line T (North of Station EN-RM-28T). The Niagara Zone II rate is applicable to the further transportation of gas subject to the Niagara Zone I rate to primary delivery points off Transporter's Lines X, Y-M50 and Y-M2 between Concord, New York

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First Revised Sheet No. 14 First Revised Sheet No. 14 : Superseded
Superseding: Original Sheet No. 14
FT RATE SCHEDULE
Firm Transportation Service

3. RATE (Cont'd)

and Ellisburg, Pennsylvania. The Niagara Zone III rate is applicable to the further transportation of gas subject to the Niagara Zone I and II rates to primary delivery points off Transporter's Line Y-M51, Y-M52, Y-M53 or Y-M7. The maximum and minimum rates applicable to a transportation arrangement with a primary receipt point at the Niagara import point and which utilizes capacity in more than one zone of Transporter's Niagara import point project capacity are the sum of the maximum and minimum rates applicable to each zone. The maximum and minimum rates applicable to a transportation arrangement with a primary receipt point at the Niagara import point and which utilizes capacity in one or more zones of Transporter's Niagara import point project capacity and other capacity of Transporter are the sum of the Transporter's generally applicable maximum and minimum rates applicable under this FT Rate Schedule and the maximum and minimum Zone I Niagara rate.

Shippers with a primary receipt point at the Niagara import point and primary delivery point(s) within Niagara Zone I shall be subject to a surcharge to Transporter's commodity charge (set forth on Sheet No. 5 as "Zone I Secondary Point Surcharge") with respect to gas delivered by Transporter at secondary delivery points that are not within Niagara Zone I.

4. AUTHORIZED OVERRUN TRANSPORTATION

4.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's MDTQ on any day under the FT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled, together with Authorized Overrun Transportation under Rate Schedule IT, on a first-come, first-served basis.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 15 Second Revised Sheet No. 15 : Superseded
Superseding: First Revised Sheet No. 15
FT RATE SCHEDULE
Firm Transportation Service

4. AUTHORIZED OVERRUN TRANSPORTATION (Cont'd)

4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5 of this tariff. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

5. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

6. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

7. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Fourth Revised Sheet No. 16 Fourth Revised Sheet No. 16 : Superseded
Superseding: Sheet Nos. 16 through 18

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Third Revised Sheet No. 16
Sub. Fourth Revised Sheet No. 17
Second Revised Sheet No. 17A
Second Revised Sheet No. 18

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP94- 44-001

First Revised Sheet No. 17 First Revised Sheet No. 17 : Superseded
Superseding: Original Sheet No. 17

FT RATE SCHEDULE
Firm Transportation Service

4. RATE (Cont'd.)

- (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited, to equipment sufficient to provide Transporter with real time measurement, communication and control capability.
- (f) With respect to services resulting from the assignment of capacity associated with Transporter's Rate Schedule X-58 to firm shippers of Transcontinental Gas Pipe Line Corporation, a surcharge to Transporter's reservation and commodity charges (set forth on Sheet No. 5 as "X-58 conversion surcharge"), calculated to recover the difference between Transporter's rates for X-58 service and its maximum rates for FT service.

4.3 Transporter will retain the percent of receipts set forth on Sheet No. 5 as "fuel, loss and company-use retention."

4.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5.

5. AUTHORIZED OVERRUN TRANSPORTATION

5.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's MDTQ on any day under the FT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of

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First Revised Sheet No. 19 First Revised Sheet No. 19 : Superseded
Superseding: Sub. Original Sheet No. 19
EFT RATE SCHEDULE
Enhanced Firm Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") for a customer under the former RQ or CD Rate Schedule and a Replacement Shipper obtaining service under this EFT Rate Schedule pursuant to the capacity reallocation procedure set forth in Section 10 of the General Terms and Conditions of this Tariff (hereinafter called "Shipper").
- 1.2 An EFT Shipper may request increases in its Contract Maximum Daily Transportation Quantity or receipt entitlement(s). Transporter shall not be required to grant any said request for increased transportation service (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing, firm transportation or firm storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the increased service will be paid for on a timely basis according to the criteria set forth in Section 31.2 of the General Terms and Conditions; or (v) if such increased service does not comply with this EFT Rate Schedule or the EFT Service Agreement.
- 1.3 Transporter and Shipper may add or delete firm primary delivery or receipt points from time to time provided Transporter can provide service at such points on a firm basis. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.
 - (a) Availability of service at new primary receipt and delivery point(s) will be subject to the provisions of this Section 1.

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Second Revised Sheet No. 20 Second Revised Sheet No. 20 : Superseded
Superseding: First Revised Sheet No. 20
EFT RATE SCHEDULE
Enhanced Firm Transportation Service

1. AVAILABILITY (Cont'd.)

(b) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c) and (f) of Section 31.1 of the General Terms and Conditions may be omitted.

1.4 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:

(a) Gas Quantities: The Contract Maximum Daily Transportation Quantity desired and the quantities of gas desired at each receipt and delivery point, including Transporter's storage fields.

(b) Receipt/Delivery Points: The designated Receipt Point(s) and Delivery Point(s) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The transportation service provided under this EFT Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This EFT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an EFT Service Agreement. This EFT Rate Schedule, in conjunction with the ESS Rate Schedule, sets forth the terms and conditions of the "no-notice" transportation service required by Section 284.8(a)(4) of the Commission's Regulations.

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary receipt point(s) specified in the EFT Service Agreement, or at secondary receipt points as described in Subsection 2.4, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after reductions as set out in the EFT Service Agreement and Section 3 of this EFT Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary delivery points specified in the EFT Service Agreement, or at secondary delivery points as described in Subsection 2.4. Subject to Subsection 2.4 hereof, Transporter shall not be required:

- (a) to accept quantities of gas in excess of the sum of the Contract Maximum Daily Transportation Quantity (MDTQ) on any day at any combination of receipt points and the fuel, loss and company-use retention applicable to such quantity.
- (b) to accept any quantities of gas at receipt points other than storage facilities utilized by Transporter while Shipper has an Excess Storage Balance for purposes of Section 2.13 of the ESS Rate Schedule.
- (c) to accept quantities of gas in excess of the receipt entitlements applicable to a receipt point or combination of receipt points, or

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Superseding: Original Sheet No. 22

EFT RATE SCHEDULE

Enhanced Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(d) to deliver quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.

2.4 Subject to the provisions of this EFT Rate Schedule, Transporter will:

(a) accept natural gas tendered by Shipper at a secondary receipt point, and

(b) will deliver natural gas for the Shipper's account at a secondary delivery point,

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service.

2.5 Subject to Section 11 of the General Terms and Conditions of this tariff, an EFT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon twelve (12) months written notice to the other.

2.6 A shipper receiving service under this EFT Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.

2.7 Service under this EFT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.

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Superseding: Original Sheet No. 23

EFT RATE SCHEDULE

Enhanced Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.8 Transporter's storage fields may be utilized as a firm primary receipt and delivery point under an EFT Service Agreement. When an EFT Shipper nominates for the delivery of gas into or for the receipt of gas from Transporter's storage fields, Transporter shall determine the distribution of the nominated quantity among its individual storage fields. Transporter's storage fields shall not be considered a firm primary receipt or delivery point for purposes of Section 2.4 of this EFT Rate Schedule.

2.9 With regard to receipts of gas from an upstream pipeline source that is comprised of more than one receipt point (e.g., Tennessee Gas Pipeline Company, Zone 4 points) an EFT Shipper shall nominate for a receipt by Transporter of a stated quantity of gas from such source. Transporter shall determine the distribution of the nominated quantity among the receipt points within the zone.

2.10 Transporter shall not be required to accept nominations from Shipper for an arrangement of receipts and deliveries among receipt and delivery points that would conflict with the Operating Protocol for EFT Service set forth at Section 6 hereof. In addition, Transporter may reject nominations, require revised nominations, issue operational flow orders or take such other action as is reasonably required to:

- (a) protect any of Transporter's facilities from excessive pressures or other similar threats to the integrity of its system,
- (b) permit Transporter to fulfill the delivery obligations set forth in the Operating Protocol for EFT Service set forth at Section 6 hereof, and its other firm obligations, and
- (c) permit Transporter to inject or withdraw gas from individual storage fields in a manner consistent with the performance characteristics of such fields.

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

Transporter shall, as soon as is reasonably practicable, notify the Commission and post on its Electronic Bulletin Board the circumstances and justifications for any actions taken pursuant to the second sentence of this Subsection 2.10.

2.11 Until a notification is received from Transporter that Shipper must bring receipts and deliveries into contemporaneous balance, and for twelve (12) hours thereafter, Shipper may receive gas in excess of the quantities scheduled for delivery by Transporter to Shipper up to the difference between Shipper's Contract MDTQ and the quantities scheduled for delivery by Transporter to Shipper. Within forty-eight (48) hours of receipt of notification from Transporter that Shipper must return the quantities of gas advanced by Transporter to Shipper pursuant to the foregoing sentence, Shipper must return such quantities of gas. An EFT Shipper shall not be entitled to receive gas under this Section 2.11 within such notification period. Section 15 of the General Terms and Conditions shall apply when Shipper fails to return such quantities of gas as required by Transporter. Availability of gas to all EFT Shippers under this Section 2.11 on any day shall be limited to the difference between sixty-five one hundredths of one percent (0.65%) of Transporter's total storage inventory (including top and base gas) on such day and scheduled withdrawals from Transporter's storage facilities under the ESS, SS-1 and SS-2 Rate Schedules.

3. RATE

3.1 The maximum and minimum rates for service under this rate schedule are set forth on the currently effective Sheet No. 5 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service

3. RATE

- (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
- (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month, except gas delivered into storage for subsequent transportation by Transporter upon withdrawal.
- (c) Firm Gathering ("FG") Reservation Charge. A charge per month per Dth of FG Reservation determinants. Where the FG Reservation Charge is applicable, the Reservation Charge shall be reduced by subtracting the FG Reservation determinants from the Contract MDTQ. The FG Reservation determinations are as follows:

National Fuel Gas Distribution Corporation: 13,437 Dth/Day
- (d) Firm Gathering ("FG") Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month at delivery points located on Transporter's gathering facilities to Shippers subject to the FG Reservation Charge. The FG Commodity Charge shall apply in lieu of the Commodity Charge with respect to such deliveries. The maximum IG Charge shall apply to any overruns of the Shipper's maximum monthly reservation determinants.
- (e) Interruptible Gathering ("IG") Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter's electronic bulletin board, and with each general rate filing submitted by Transporter, shall be subject to the interruptible gathering rate.

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service

3. RATE (Cont'd.)

- (f) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (g) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- (h) Amortization Surcharge. A charge per month per Dth of Contract MDTQ, provided that the Shippers listed on Sheet No. 238 of Transporter's FERC Gas Tariff, shall be exempt from the Amortization Surcharge.

3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5 as "fuel, loss and company-use retention."

3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5.

4. AUTHORIZED OVERRUN TRANSPORTATION

4.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's Contract MDTQ or receive quantities of gas at any receipt point or combination thereof in excess of the receipt entitlement applicable to such receipt point or combination thereof on any day under the EFT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its firm delivery obligations.

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First Revised Sheet No. 27 First Revised Sheet No. 27 : Superseded
Superseding: Original Sheet No. 27
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Enhanced Firm Transportation Service

4. AUTHORIZED OVERRUN TRANSPORTATION (Cont'd)

4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5 of this tariff to the extent that Transporter transports quantities of gas in excess of Shipper's Contract MDTQ. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

5. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

6. OPERATING PROTOCOL FOR EFT SERVICE

6.1 Capacities of Segments of Transporter's System

Segment	Capacity (MMCFD)
NEW YORK	
Line U (Porterville-Country Parkway)	229
Line U (Country Parkway-Vicksburg)	189
Line X TGP (Clarence-Nash Road)	132
Line X (Ellisburg-TGP Clarence)	166
Line P-Y (Porterville-Arcade)	11
Line P-Y (Line Z-20-Arcade)	29
Line N-M44 (Porterville-Mineral Springs)	83
Line T (Zoar-Line T-M2)	155
Line T (Line T-M2-Mineral Springs)	252
Line R-M32 (Nashville-Line T-M2)	134
Line K (Zoar-Lewis Run)	45
Line K (Zoar-Mineral Springs)	98

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Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

6.1 Capacities of Segments of Transporter's System

Segment	Capacity (MMCFD)
PENNSYLVANIA	
Line D (Roystone-Lines U & R)	110
Line D (Lines U & R-Erie)	130
Line L (Roystone-Erie)	28
Line L (Sackett-Roystone)	48
Line F-M100 (Overbeck-Costello)	36
Line M (Henderson-Van)	57
Line M (Van-Overbeck)	53
Line N (Texas Eastern at Bristoria- Columbia at Ellwood City)	81
Line N (Columbia at Ellwood City-Henderson)	58
Line N-M50 (Columbia at Ellwood City- TGP Mercer)	118
Line N-M44 (TGP Mercer-Henderson)	76
Line C (CNG Eshbaugh-Overbeck)	42
Line K (Overbeck-Lamont)	48
Line K (Lamont-Lewis Run)	37
Line C/G-M97 (Knox-Lewis Run)	32
Line Y-M52 (Ellisburg-Costello)	152
Line Y-M7 (Costello-East Fork)	256

6.2 Delivery Pressure Requirements

Transporter shall deliver natural gas to Shipper at the point(s) of delivery at the pressures sufficient to effect deliveries of gas to Shipper, provided, however, that Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure obligations stated in this Section 6.2, subject to any provisions in this tariff which may limit these obligations.

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 Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Transporter has heretofore provided service to "scattered accounts" of sales customers. Transporter shall deliver natural gas to "scattered account" customers at the point(s) of delivery at the pressure existing in Transporter's facilities from time to time, provided however, Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure which has historically existed at the "scattered account" meter(s).

(a) Interconnections With National Fuel Gas Distribution Corporation (NY)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA94AD17	Andover	60	60
NSA91A2313	Angelica	40	40
NSA93AU28	Aurora	50	50
NSA93AU30	Aurora	50	50
NSA93CE02	Caneadea	60	60
NSA93CE01	Caneadea (Houghton)	60	60
NSA93CV01	Centerville	50	50
NSA91A0357	CM3 (Harpan Rd)	55	55
NSA9100309	East Otto	40	40
NSA91A2081	From RM-32 TO S-M2	45	45
NSA91A2074	Gunnville X to U	320	320
NSA92ID01	Hesselton Gully Road	60	60
NSA93JV01	Java	60	60
NSA9100133	Line Gmansfield	66	66
NSA91A0552	Line K North	220	220
NSA9100556	Line PY North N-M48	275	200
NSA9100498	Line PY2 East	215	215
NSA91A2083	Line T Coving & Dorr	40	40
NSA91A2082	Line T McKin/Willet	40	40
NSA91A0252	Line T to Hamburg	47	47

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Third Revised Sheet No. 30 Third Revised Sheet No. 30 : Superseded

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EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA91A2312	Line T/Mile Strip Rd	57	57
NSA91A2310	Line T/Seneca Klas	60	60
NSA9100558	Line U North (Porterville)	450	450
NSA9102069	Line X New Road	50	50
NSA9100461	Line X to A	124	124
NSA9102070	Line X Ton. Creek	50	50
NSA93LV03	Little Valley	46	46
NSA9100551	Mansfield	50	50
NSA9100190	Mineral Spring Sales	57	57
NSA91A2073	Nash Road X North	56	56
NSA91A2072	Nash Road X South	56	56
NSA9220851	N-M44 Plant Use	60	60
NSA91A2087	N-M44 to Bowen Road	50	50
NSA91A2084	N-M44 to Commerce Pwy	35	35
NSA91A0218	N-M44 to Lein Road	50	50
NSA91A2086	N-M44 to Min Springs	35	35
NSA91A2080	N-M44 to Pound Road	44	44
NSA930P40	Orchard Park	50	50
NSA930T04	Otto	47	47
NSA9100554	PY to Line 14	220	200
NSA91A2004	PY to PY 2	124	124
NSA9100499	PY2 West	205	100
NSA91A0364	R-M32 to Bethlehem Steel	124	124
NSA91A0365	R-M32 to Main Lines	50	50
NSA91A0366	R-M32 to Wanakah	50	50
NSA9100064	Salamanca	45	45
NSA9100065	Salamanca	45	45
NSA92SL01	Salamanca	45	45
NSA93SH03	Sheldon (Centerline)	60	60
NSA93SH01	Sheldon (Perry Road)	60	60
NSA93SH02	Sheldon (Varysburg)	60	60
NSA9123111	Supply to CNG Comp	170	170
NSA9100287	To Elma & E Aurora	56	56
NSA9100224	Wanakah Derby Area	55	55

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EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA9102071	X to Main & Gunnville	55	55
NSA91A2079	XM-3 to Dist. Olean	45	45
NSA9100566	Zoar to Line A	124	124
NSA9100563	Zoar to Line R	60	60
NSS91A04890	Sheridan Storage to Dist.	195	75

(b) Interconnections With National Fuel Gas Distribution Corporation (PA)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSA0100712F	Phillippsville from P	225	225
PSA0100712T	Phillippsville to P	225	225
PSA0100871	Roystone Line 'A'	38	38
PSA0100872	McWilliams Station	77	77
PSA0100874	Line H - McWilliams	110	110
PSA0100932	To Q-M96 Irvine Run	182	140
PSA0101022	Sugar Grove Line 'R'	207	155
PSA0101041	Sugar Grove Line 'U'	260	190
PSA0101070	Picnic Run Line 'A'	35	35
PSA0101080	Stateline Line 'H'	120	90
PSA0101272	Penelec	260	260
PSA0101322F	From Q-M96 Irvine Run	182	140
PSA0101322T	To Q-M96 Irvine Run	182	140
PSA0120091	Erie Control Line L	47	20
PSA0120092	Erie Control Line L	47	20
PSA0120093	Erie Control Line D	47	20
PSA0120094	Erie Control Line D	47	20
PSA0225001	Follett Road CG	38	38
PSA0225351	Line B-57 To Wetmore	9	9
PSA0225361	Wetmore City Gate	8	8
PSA0225681	Blissville Line C-2	8	8
PSA0225681	Blissville Line C-2	8	8
PSA0225731	Doollittle Road	22	22

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 EFT RATE SCHEDULE
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6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSA02CWW01	Yankee Bush Road	25	25
PSA02CWW21	Follett Run	20	20
PSA02GLW11	Hemlock	26	26
PSA02GRE11	Barton Road	20	20
PSA02GRE31	Mark Road	34	34
PSA02GRE41	Gunnison Road	28	28
PSA02GRE51	Dutch Road	35	35
PSA02HMM21	Ludlow C.P. (LINE C3)	6 OZ	6 OZ
PSA02WYE41	Beaver Dam	39	39
PSA0300135	Skinner Hill	40	40
PSA0320095	Erie Control	47	20
PSA0320096	Erie Control S-42	47	20
PSA0320097	Erie Control S-42	47	20
PSA0321581	Warren City Plant	35	35
PSA0322221	Wrightsville	34	34
PSA0324501	Weiler Road	35	35
PSA0324521	Summit To Dist.	34	34
PSA03COE11	North Corry C.P.	37	37
PSA03COE21	Corry Jamestown	37	37
PSA03GRE21	Hammett	35	35
PSA03STW11	Sugar Grove C.P.	38	38
PSA03WYE21	Walker Road	53	53
PSA03WYE22	Walker Road	53	53
PSA0400312	Ludlow City Gate	6 OZ	6 OZ
PSA0422381	RgrTwn Line D W. RT6	24	24
PSA0423671	Ludlow City Plant	6	6
PSA0425741	Clymer Feed	53	53
PSA0426651	Keller Road	25	25
PSA04HMM31	Ludlow C.P. (W-1462)	6 OZ	6 OZ
PSA04HMM31	Ludlow C.P. (W-1462)	22	22
PSA04VGE11	Lowville	22	22
PSA04VGE12	Lowville	22	22
PSA04VGE21	Wattsburg	22	22
PSA04VGE22	Wattsburg	15	15

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EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSA04WYE31	Buffalo Road	15	15
PSA1100157F	Hickory (From Q)	220	220
PSA1100157T	Hickory (To Q)	220	220
PSA1100158	Hickory(Endeavor)	50	50
PSA1100970A	Brown Hill	35	35
PSA1101062T	Line T-M2 To Miola	75	30
PSA1101440	Sta T-715 Mercer	390	280
PSA1101441	Sta T-715 Mercer	390	280
PSA1101528	Line C TO TM-6	47	47
PSA1101693	Coder Sales	90	90
PSA1121031	Reynoldsville Comp.	230	230
PSA1200901	Fisher Sales	10	10
PSA1200962	Lake Latonka E. Side	35	35
PSA1200963	Lake Latonka W. Side	30	30
PSA1201064	Shephard of the Hill	13	13
PSA1201088	Wilcox Sales	22	22
PSA1201290	TM211 To T5/T9	8	8
PSA1220071	Clarrington Sales	24	24
PSA1220081	Line K-182 To Dist	24	24
PSA1220111	Production GgasF-52	48	48
PSA1221252	TM6 To T28	10	6
PSA1223031	Sales To RM24	10	10
PSA1225101	E.Brady Dist To P101	14	8
PSA1225321	Line F4 To Dist.	11	5
PSA1225621	TW 3393 To Dist.	230	230
PSA1300387	Sugar Hill Dump	230	230
PSA1300832	Penfield Bennett	50	50
PSA1300905	Marienville CP	46	46
PSA1301218	Miola Sales	31	31
PSA1301374	Brockway FM100 &F-97	200	200
PSA131155A	Clarion City Plant	42	42
PSA1311771	FM-120 Feed To VM-71	120	120
PSA1321081	Henderson to Dist	164	164
PSA1321082	Henderson to Dist	164	164

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First Revised Sheet No. 34 First Revised Sheet No. 34 : Superseded

Superseding: 2nd Sub.Original Sheet No. 34

EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSA1322453	Lewis Run K TO C	140	140
PSA1322454	Line A Lewis Run	140	140
PSA1322461	NM-44 - SM-14	170	170
PSA1324941	Particleboard Plant	44	44
PSA1325071	Federal Prison	21	21
PSA1325072	Federal Prison	21	21
PSA1325561	Island Run to Dist.	250	250
PSA1325562	Island Run to Dist.	150	150
PSA1325801	Van Line M	230	200
PSA1325802	Van Line M	230	200
PSA1325931	Maloney Farm K TO C	135	135
PSA1326341	Borden Products	15	15
PSA1401143	Brown Hill	35	35
PSA1401148	Carpenter Station	18	18
PSA1401213	SIGEL SALES	20	20
PSA1401216	Sigel City Sales	31	31
PSA1401233	Westline	26	26
PSA1401248	Clermont FM-120	33	33
PSA1401525	Highland Sales	12	12
PSA1424121	Wishaw	20	20
PSA1424421	Clarion Line T-5	10	10
PSA1424431	Limestone Line T-119	10	10
PSA1424441	Line T-5 to Dist.	10	10
PSA1424711	GM-97 Sheep Farm Rd	38	38
PSA1425011	Marvindale Line B-20	13	14
PSA1425121	KW 3804 to Dist.	8	4
PSA1425551	QM-95 to K-182	20	20
PSA1426191	G-110 to Dist.	28	28
PSS111086	Boone Mtn Storage	200	200
PSS1100450	St Mary's Storage	90	-
PSS0101059	Summit Storage	350	-
PSA0324521	Summit Storage	36	25

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First Revised Sheet No. 35 First Revised Sheet No. 35 : Superseded

Superseding: 2nd Sub. Original Sheet No. 35

EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

(c) Deliveries to or for the account of other EFT shippers

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSN0300659	Northeast Heat&Light	38	38
PSN0300659	Northeast Heat&Light	38	38
PSN1202061	Eastern Natural Gas	48	48
PSN1202062	Eastern Natural Gas	48	48
PSN1300631	Peoples Nat. Gas(SR)	489	394
PSN1302081	Eastern Natural Gas	160	160
PSN1322481	Peoples Nat. Gas(GC)	160	160
PSN1322501	Peoples Nat. Gas(SB)	60	60
PSN1322631	Eastern Natural Gas	300	300
PSN1322641	Eastern Natural Gas	150	160
PSN1400233	Peoples (Bullion)	12	12
PSN1400597	Peoples Nat. Gas(SB)	30	30
PSN1400763	CRG (Emergency)	18	12
PSN1400764	CRG (Sigel)	10	10
PSN1401256	CRG(Hominy Ridge #1)	18	12
PSN1401257	CRG(Hominy Ridge #2)	18	12
PSN1406285	CRG (Greenwood)	20	20
PSN1433511	CRG (HP Tap #3351)	4 OZ	4 OZ
PSN1444319	CRG (Edeburn)	15	15
PSNENG0001E	Natural Addison Av	45	45
PSNENG0002E	Natural Buckeye Dr	47	47
PSNENG0003E	Natural 5 Points	47	47
PSNENG0004E	Natural 5 Points	47	47
NSN92CE04	Rushford Sales	200	150
PPPTRN0001F	Transco Wharton	600	600

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Second Revised Sheet No. 36 Second Revised Sheet No. 36 : Superseded

Superseding: Sub. First Revised Sheet No. 36

EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

6.3 Receipt Requirements

- (a) At the following delivery points to National Fuel Gas Distribution Corporation, requirements are served by upstream pipeline connections which feed directly to the Shipper's market. In these specific cases, Transporter has no facilities through which to replace or supplement natural gas deliveries, and the Shipper is restricted to the pressures and quantities available from such upstream pipelines, with whom National Fuel Gas Distribution Corporation will contract directly for transportation service. Transporter's delivery obligation at such points will also be limited by station capacities, which are listed below.

Interconnecting Pipeline	Meter Name/Location	Pressure Requirement Capacity		
		Meter	PSIG	DT/Day
CNG Transmission	Belmont	60185	125	2060
CNG Transmission	Caledonia	60154	200	15450
CNG Transmission	Donovan	60178	300	41200
CNG Transmission	Johnsonburg	60047	200	1030
CNG Transmission	Sanford	60181	175	20600
CNG Transmission	Silver Springs	60049	200	5150
CNG Transmission	West Wellsville	60179	200	10300
CNG Transmission	Wyoming	60050	300	20600
Columbia Gas Transmission	Smethport	630202	100	3100
Tennessee Gas Pipeline	Cochranon	2-0314	400	20600
Tennessee Gas Pipeline	Cranberry Sales	2-0703	400	36050
Tennessee Gas Pipeline	Lewiston	2-0092	200	6000
Tennessee Gas Pipeline	Mayville	2-0088	200	10300
Tennessee Gas Pipeline	Sharon	2-0069	400	70000
Tennessee Gas Pipeline	Pekin	2-0326	200	51500
Tennessee Gas Pipeline	Pettis	2-0071	400	30900
Tennessee Gas Pipeline	Sherman	2-0428	200	4120
Tennessee Gas Pipeline	Townville	2-0390	400	10300
Tennessee Gas Pipeline	Union City	2-0200	200	20600

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First Revised Sheet No. 37 First Revised Sheet No. 37 : Superseded
 Superseding: Sub. Original Sheet No. 37
 EFT RATE SCHEDULE
 Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

(b) Transporter's delivery pressure obligations set forth in Section 6.2 are subject to its Shippers meeting the receipt pressure requirements set forth in this Section 6.3(b). National would attempt, but would not be obligated, to maintain the delivery pressures set forth in Section 6.2 if receipt pressures fall below the requirements set forth in this Section 6.3(b).

Interconnecting Pipeline	Meter Name/Location	Pressure		
		Requirement Meter	PSIG	Capacity DT/Day
CNG Transmission	Allegheny Nat. Fores	51051	300	5150
CNG Transmission	Ellisburg Station	60288	975	103000
CNG Transmission	Ellisburg Storage	NFSTG	1000	103000
CNG Transmission	Eshbaugh	51052	400	27810
CNG Transmission	Leidy	4494	1100	50000
CNG Transmission	Leidy	3549	1100	50000
CNG Transmission	Marilla	2-0502	500	12360
CNG Transmission	Porterville	60051	400	139050
Columbia Gas Transmission	Ellwood City	690533	700	26780
Columbia Gas Transmission	First Fork	632291	500	36050
Columbia Gas Transmission	Sugar Grove	617733	350	10300
Columbia Gas Transmission	Waterford	620549	500	10300
Tennessee Gas Pipeline	Clarence	2-0497	200	165000
Tennessee Gas Pipeline	Colden Storage	6-0003	700	41200
Tennessee Gas Pipeline	Couderport	2-0074	400	51500
Tennessee Gas Pipeline	East Aurora	2-0077	200	400000
Tennessee Gas Pipeline	Hamburg (E. Eden)	2-0076	200	82400
Tennessee Gas Pipeline	Hebron Storage	6-0001	700	41200
Tennessee Gas Pipeline	Lamont	2-0072	400	30900
Tennessee Gas Pipeline	Nashville Storage	2-0243	200	82400
Tennessee Gas Pipeline	Rose Lake	2-0527	400	154500
Tennessee Gas Pipeline	Rose Lake	1-0110	400	154500
Tennessee Gas Pipeline	Russell City	2-0301	400	30900
Tennessee Gas Pipeline	Mercer	2-0496	400	30900
Tennessee Gas Pipeline	Wattsburg	2-0075	200	46350

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First Revised Sheet No. 38 First Revised Sheet No. 38 : Superseded

Superseding: 2nd Sub. Original Sheet No. 38

EFT RATE SCHEDULE

Enhanced Firm Transportation Service

6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Interconnecting Pipeline	Meter Name/Location	Pressure		
		Requirement Meter	PSIG	Capacity DT/Day
Texas Eastern Transmission	Bristoria	0015	750	103000
Texas Eastern Transmission	Bristoria	5054	750	103000
Three Rivers Pipeline	Three Rivers P.L.	TRP268	450	10000
Transcanada Pipelines Ltd	Niagara	1-0902	725	236500
Transcontinental Gas Pipeline	Leidy	4494	1100	400000
Transcontinental Gas Pipeline	Leidy	3549	1100	400000
Transcontinental Gas Pipeline	Wharton	6172	600	139050
Transcontinental Gas Pipeline	Wharton	3261	600	139050

6.4 Storage Requirements

This section sets forth the range of injection and withdrawal capabilities associated with each individual storage field operated by Transporter. Transporter's ability to transport quantities of gas between Transporter's storages under the EFT Rate Schedule and particular receipt and delivery points may be constrained by these field specific capabilities.

In addition, during the injection cycle specific storages can only be filled from a single interconnection to an upstream pipeline. In New York; Nashville, Perrysburg, Sheridan and Colden storages can only be filled from the facilities of Tennessee Gas Pipeline Company. Similarly, in Pennsylvania; Hebron Storage can only be filled from Tennessee Gas Pipeline Company.

Therefore, EFT Shippers who have upstream capacity on Tennessee Gas Pipeline Company will have to arrange for quantities to be scheduled on Tennessee Gas Pipeline Company for injection into these specific storages.

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EFT RATE SCHEDULE
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6. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Storage Field Injection Cycle Withdrawal Cycle
(April 1 - October 31) (November 1 - April 15)

	Flow Range		Flow Range	
	Mmcfd	Mmcfd	Mmcfd	Mmcfd
Belmouth	4.3	13	5	5
Bennington	30	30	28.8	60
Boone Mtn.	10	10	5	5
Colden	40	40	25	40
Collins	3.5	11	20	40
Corry	6.3	6.7	3.6	40
Deerlick	0	0	0	0
Derby	3	3	2	2
Duhring	0	0	0	0
East Branch	25	50	25	35
Ellisburg	72	90	110	225
Galbraith	12	12	6.5	16
Hebron	30	30	25	25
Henderson	15	30	17.1	30
Holland	20	20	10	20
Keelor	30	30	13.5	40
Lawtons	4	20	10	30
Markle	8	8	1.5	8
Nashville	66	66	35	110
Owl's Nest	3	10	3	3
Perrysburg	40	40	18	40
Queen	6	6	3	3
Sheridan	6	30	15	25
ST. Mary's	1	1	1	1
Summit	10	20	24.8	60
Swede Hill	13	13	6.3	8
Tuscarora	21.3	25	57	80
WellendrfF	6	14	5	5
Wharton	28	28	27	40
Zoar	8	65	25	60

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Second Revised Sheet No. 40 Second Revised Sheet No. 40 : Superseded
Superseding: Sub. First Revised Sheet No. 40
EFT RATE SCHEDULE
Enhanced Firm Transportation Service

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

8. ADJUSTMENTS OF RESERVATION CHARGES

8.1 If, due to an occurrence of force majeure, for which notice has been provided by Transporter pursuant to Section 8 of the General Terms and Conditions, Transporter is unable, for a period in excess of ten consecutive days, to tender for delivery at one or more of the primary delivery points a quantity of gas nominated by Shipper for delivery at such point(s) up to the lesser of (i) the quantity which Transporter is obligated by the EFT Service Agreement to deliver to or for the account of Shipper at such primary delivery point(s), or (ii) Shipper's Contract Maximum Transportation Quantity ("Deficiency Quantities"), the reservation charges applicable to Shipper under this EFT Rate Schedule shall be proportionately reduced, as set forth in Section 8.5, beginning on the eleventh day of such occurrence, except as set forth in Section 8.4.

8.2 If transporter declines, pursuant to Section 13.2 of the General Terms and Conditions, to schedule nominated deliveries to or for the account of Shipper, at one or more primary delivery points, of quantities that are less than the lesser of (i) the quantity which Transporter is obligated by the EFT Service Agreement to deliver to or for the account of Shipper at such primary delivery point(s) or (ii) Shipper's Contract Maximum Transportation Quantity ("Deficiency Quantities"), and such action relates to scheduled maintenance, repair or replacement activities with regard to its facilities, with respect to which Transporter did not provide at least thirty (30) days' notice to Shipper prior to the commencement of such activities, the reservation charges applicable under this EFT Rate Schedule shall be proportionately reduced, as set forth in Section 8.5, except as set forth in Section 8.4.

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First Revised Sheet No. 41 First Revised Sheet No. 41 : Superseded
Superseding: 3rd Sub. Original Sheet No. 41
RATE SCHEDULE EFT
Enhanced Firm Transportation Service

8. ADJUSTMENTS OF RESERVATION CHARGES (Cont'd)

- 8.3 If Transporter rejects Shipper's nomination, requires a revised nomination, issues an operational flow order or takes other action required under the circumstances set forth in subsections (a), (b) and (c) of Section 2.10 of this EFT Rate Schedule, and as a result of such action Transporter does not tender for delivery at one or more primary delivery points a quantity of gas equal to or greater than 95% of the lesser of (i) the quantity which Transporter is obligated by the EFT Service Agreement to deliver to or for the account of Shipper at such primary delivery point(s) or (ii) Shipper's Contract Maximum Transportation Quantity ("Deficiency Quantities"), the reservation charges applicable to Shipper under this EFT Rate Schedule shall be proportionately reduced, as set forth in Section 8.5, except as set forth in Section 8.4. This Section 8.3 shall not authorize a reduction in reservation charges where Transporter rejects a nomination from Shipper for an arrangement of receipts and deliveries among receipt and delivery points that would conflict with the Operating Protocol for EFT Service set forth at Section 6 hereof.
- 8.4 With regard to the circumstances described in Sections 8.1, 8.2 and 8.3, reservation charges shall not be reduced with respect to any Deficiency Quantities that Transporter is able to deliver to or for the account of Shipper at other primary or secondary points, that will permit such quantities to reach Shipper's intended market or downstream transporter.
- 8.5 Where reservation charge reductions are authorized as described above, Shipper's reservation charges shall be reduced by an amount equal to the daily equivalent of the reservation charge, multiplied by the quotient obtained by dividing any Deficiency Quantities by Shipper's Contract Maximum Daily Quantity.

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First Revised Sheet No. 42 First Revised Sheet No. 42 : Superseded
Superseding: Sheet Nos 42 through 65B

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

2nd Sub. Original Sheet No. 42
Sub. First Revised Sheet No. 43
2nd Sub. Original Sheet No.44
Sub. Original Sheet No. 45
Sub. First Revised Sheet No. 46
Sub. Original Sheet No. 47
Sub. Original Sheet No. 48
2nd Sub. Original Sheet No. 49
Sub. Original Sheet No. 50
Sub. First Revised Sheet No. 51
Sub. Original Sheet No. 52
Original Sheet No. 52A
Sub. First Revised Sheet Nos. 52B & 52C
Original Sheet No.52D
Sub. First Revised Sheet Nos. 53E & 52F
Original Sheet Nos. 52G through 52L
Sub. First Revised Sheet Nos. 52M & 52N
Original Sheet No. 52O
Original Sheet Nos. 53 through 64
First Revised Sheet No. 65
Original Sheet Nos. 65A & 65B

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Sub. First Revised Sheet No. 43 Sub. First Revised Sheet No. 43 : Superseded
Superseding: Sub. Original Sheet No. 43

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

8.8 Receipt Entitlements of Consolidated Edison Company of N.Y.

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	0
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	0
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	2,337
Zone 5 Points	1,541
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	3,878
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0

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FERC Docket: RS92- 21-004

2nd Sub. Original Sheet No. 44 2nd Sub. Original Sheet No. 44 : Superseded

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

Sources	Receipt Entitlement (DTH per Day)
Pennsylvania Production	
Lines L & D	0
Line Q Erie-Meadville	0
Clarion	0
Dubois	0
Line Q Forest	0
Hebron	0
Elk County	0
Eldred	0
Lines M & N	0
Lewis Run	0
Sharon-Mercer	0
Total Appalachian Production	0
Deliveries From Storage	0
Total	3,878

8.9 Receipt Entitlements of Elizabethtown Gas Company (CDS-4)

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	0
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	278

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Sub. Original Sheet No. 45 Sub. Original Sheet No. 45 : Superseded

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

Sources	Receipt Entitlement (DTH per Day)
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	500
Zone 5 Points	334
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	1,112
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0
Pennsylvania Production	
Lines L & D	0
Line Q Erie-Meadville	0
Clarion	0
Dubois	0
Line Q Forest	0
Hebron	0
Elk County	0
Eldred	0
Lines M & N	0
Lewis Run	0
Sharon-Mercer	0
Total Appalachian Production	0
Deliveries From Storage	0
Total	1,112

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Sub. First Revised Sheet No. 46 Sub. First Revised Sheet No. 46 : Superseded
Superseding: Sub. Original Sheet No. 46

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

8.10 Receipt Entitlements of Elizabethtown Gas Company (CDS-7)

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	0
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	2,551
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	4,592
Zone 5 Points	3,061
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	10,204
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0

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Sub. Original Sheet No. 47 Sub. Original Sheet No. 47 : Superseded

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

Sources	Receipt Entitlement (DTH per Day)
Pennsylvania Production	
Lines L & D	0
Line Q Erie-Meadville	0
Clarion	0
Dubois	0
Line Q Forest	0
Hebron	0
Elk County	0
Eldred	0
Lines M & N	0
Lewis Run	0
Sharon-Mercer	0
Total Appalachian Production	0
Deliveries From Storage	0
Total	10,204

8.11 Receipt Entitlements of New Jersey Natural Gas Company

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	2,586
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	0

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Sub. Original Sheet No. 48 Sub. Original Sheet No. 48 : Superseded

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

Sources	Receipt Entitlement (DTH per Day)
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	0
Zone 5 Points	0
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	2,586
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0
Pennsylvania Production	
Lines L & D	0
Line Q Erie-Meadville	0
Clarion	0
Dubois	0
Line Q Forest	0
Hebron	0
Elk County	0
Eldred	0
Lines M & N	0
Lewis Run	0
Sharon-Mercer	0
Total Appalachian Production	0
Deliveries From Storage	714
Total	3,300

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Sub. Original Sheet No. 49 Sub. Original Sheet No. 49 : Superseded

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

8.12 Receipt Entitlements of Public Service Electric & Gas Company

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	2,716
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	3,077
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	0
Zone 5 Points	1,902
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	7,695
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0

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Sub. Original Sheet No. 50 Sub. Original Sheet No. 50 : Superseded

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

Sources	Receipt Entitlement (DTH per Day)
Pennsylvania Production	
Lines L & D	0
Line Q Erie-Meadville	0
Clarion	0
Dubois	0
Line Q Forest	0
Hebron	0
Elk County	0
Eldred	0
Lines M & N	0
Lewis Run	0
Sharon-Mercer	0
Total Appalachian Production	0
Deliveries From Storage	0
Total	7,695

8.13 Receipt Entitlements of Boston Gas Company

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	0
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	0

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Sub. First Revised Sheet No. 51 Sub. First Revised Sheet No. 51 : Superseded
 Superseding: Sub. Original Sheet No. 51
 EFT RATE SCHEDULE
 Enhanced Firm Transportation Service

Sources	Receipt Entitlement (DTH per Day)
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	3,878
Zone 5 Points	2,586
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	6,464
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0
Pennsylvania Production	
Lines L & D	0
Line Q Erie-Meadville	0
Clarion	0
Dubois	0
Line Q Forest	0
Hebron	0
Elk County	0
Eldred	0
Lines M & N	0
Lewis Run	0
Sharon-Mercer	0
Total Appalachian Production	0
Deliveries From Storage	0
Total	6,464

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Sub. First Revised Sheet No. 52-N Sub. First Revised Sheet No. 52-N : Superseded
 Superseding: Original Sheet No. 52-N
 EFT RATE SCHEDULE
 Enhanced Firm Transportation Service

8. SHIPPERS' RECEIPT ENTITLEMENTS (Cont'd.)

Total 1,487

8.23 Receipt Entitlements of Yankee Gas Services Company

Sources	Receipt Entitlement (DTH per Day)
Upstream Receipts	
TransCanada Pipelines, Ltd. at Lewiston, NY	0
CNG Transmission Corporation	0
Columbia Gas Transmission Corporation	0
Texas Eastern Transmission Corporation	0
Tennessee Gas Pipeline Corporation	
E. Aurora, NY	0
Zone 4 Points	1,100
Zone 5 Points	734
Rate Schedule T-1 Points	0
Transcontinental Gas Pipe Line Corporation	0
Total Upstream Receipts	1,834
Appalachian Production	
New York Production	
Central	0
Lakeshore	0
Northern	0
PY3	0
Southeast	0

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service

9. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

Segment	Capacity (MMCFD)
NEW YORK	
Line X (Ellisburg- TGP Clarence)	166
Line P-Y (Porterville- Arcade)	11
Line P-Y (Line Z-20- Arcade)	29
Line N-M44 (Porterville- Mineral Springs)	83
Line T (Zoar- Line T-M2)	155
Line T (Line T-M2- Mineral Springs)	252
Line R-M32 (Nashville- Line T-M2)	134
Line K (Zoar- Lewis Run)	45
Line K (Zoar- Mineral Springs)	98
PENNSYLVANIA	
Line D (Roystone- Lines U & R)	110
Line D (Lines U & R- Erie)	130

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9. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

PENNSYLVANIA

Line L (Roystone- Erie)	28
Line L (Sackett- Roystone)	48
Line F-M100 (Overbeck- Costello)	36
Line M (Henderson- Van)	57
Line M (Van- Overbeck)	53
Line N (Texas Eastern at Bristoria- Columbia at Ellwood City)	81
Line N (Columbia at Ellwood City- Henderson)	58
Line N-M50 (Columbia at Ellwood City- TGP Mercer)	118
Line N-M44 (TGP Mercer- Henderson)	76
Line C (CNG Eshbaugh- Overbeck)	42
Line K (Overbeck- Lamont)	48
Line K (Lamont- Lewis Run)	37
Line C/G-M97 (Knox- Lewis Run)	32

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service

9. OPERATING PROTOCOL FOR EFT SERVICE (Cont'd.)

PENNSYLVANIA

Line Y-M52 (Ellisburg- Costello)	152
Line Y-M7 (Costello- East Fork)	256

9.2 Delivery Pressure Requirements

Transporter shall deliver natural gas to Shipper at the point(s) of delivery at the pressures sufficient to effect deliveries of gas to Shipper, provided, however, that Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure obligations stated in this Section 9.2, subject to any provisions in this tariff which may limit these obligations.

Transporter has heretofore provided service to "scattered accounts" of sales customers. Transporter shall deliver natural gas to "scattered account" customers at the point(s) of delivery at the pressure existing in Transporter's facilities from time to time, provided however, Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure which has historically existed at the "scattered account" meter(s).

(a) Interconnections With National Fuel Gas Distribution Corporation (NY)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA94AD17	Andover	60	60
NSA91A2313	Angelica	40	40
NSA93AU28	Aurora	50	50
NSA93AU30	Aurora	50	50

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EFT RATE SCHEDULE
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9.2 Delivery Pressure Requirements (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA93CE02	Caneadea	60	60
NSA93CE01	Caneadea (Houghton)	60	60
NSA93CV01	Centerville	50	50
NSA91A0357	CM3 (Harpan Rd)	55	55
NSA9100309	East Otto	40	40
NSA91A2081	From RM-32 TO S-M2	45	45
NSA91A2074	Gunnville X to U	320	320
NSA92ID01	Hesselton Gully Road	60	60
NSA93JV01	Java	60	60
NSA9100133	Line Gmansfield	66	66
NSA91A0552	Line K North	220	220
NSA9100556	Line PY North NM48	275	200
NSA9100498	Line PY2 East	215	215
NSA91A2083	Line T Coving & Dorr	40	40
NSA91A2082	Line T McKin/Willet	40	40
NSA91A0252	Line T to Hamburg	47	47
NSA91A2312	Line T/Mile Strip Rd	57	57
NSA91A2310	Line T/Seneca Klas	60	60
NSA9100558	Line U North (Porterville)	450	450
NSA9102069	Line X New Road	50	50
NSA9100461	Line X to A	124	124
NSA9102070	Line X Ton. Creek	50	50
NSA93LV03	Little Valley	46	46
NSA9100551	Mansfield	50	50
NSA9100190	Mineral Spring Sales	57	57
NSA91A2073	Nash Road X North	56	56
NSA91A2072	Nash Road X South	56	56
NSA9220851	NM44 Plant Use	60	60
NSA91A2087	NM44 to Bowen Road	50	50
NSA91A2084	NM44 to Commerce Pwy	35	35
NSA91A0218	NM44 to Lein Road	50	50
NSA91A2086	NM44 to Min Springs	35	35
NSA91A2080	NM44 to Pound Road	44	44
NSA930P40	Orchard Park	50	50
NSA930T04	Otto	47	47
NSA9100554	PY to Line 14	220	200
NSA91A2004	PY to PY 2	124	124
NSA9100499	PY2 West	205	100
NSA91A0364	RM32 to Bethlehem Steel	124	124
NSA91A0365	RM32 to Main Lines	50	50

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EFT RATE SCHEDULE
 Enhanced Firm Transportation Service

9.2 Delivery Pressure Requirements (Cont'd.)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA91A0366	RM32 to Wanakah	50	50
NSA9100064	Salamanca	45	45
NSA9100065	Salamanca	45	45
NSA92SL01	Salamanca	45	45
NSA93SH03	Sheldon (Centerline)	60	60
NSA93SH01	Sheldon (Perry Road)	60	60
NSA93SH02	Sheldon (Varysburg)	60	60
NSA9123111	Supply to CNG Comp	170	170
NSA9100287	To Elma & E Aurora	56	56
NSA9100224	Wanakah Derby Area	55	55
NSA9102071	X to Main & Gunnville	55	55
NSA91A2079	XM-3 to Dist. Olean	45	45
NSA9100566	Zoar to Line A	124	124
NSA9100563	Zoar to Line R	60	60
NSS91A04890	Sheridan Storage to Dist.	195	75

(b) Interconnections With National Fuel Gas Distribution Corporation
 (PA)

METER	LOCATION	PRESSURE REQUIREMENT (psig)	
		WINTER	SUMMER
PSA0100712F	PHILLIPSVILLE FROM P	225	225
PSA0100712T	PHILLIPSVILLE TO P	225	225
PSA0100871	ROYSTONE LINE 'A'	38	38
PSA0100872	MCWILLIAMS STATION	77	77
PSA0100874	LINE H - MCWILLIAMS	110	110
PSA0100932	TO QM96 IRVINE RUN	182	140
PSA0101022	SUGAR GROVE LINE 'R'	207	155
PSA0101041	SUGARGROVE LINE 'U'	260	190
PSA0101070	PICNIC RUN LINE A	35	35
PSA0101080	STATELINE LINE 'H'	120	90
PSA0101272	PENELEC	260	260
PSA0101322F	FROM QM96 IRVINE RUN	182	140

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9.2 Delivery Pressure Requirements (Cont'd.)

PRESSURE REQUIREMENT (psig)

METER	LOCATION	WINTER	SUMMER
PSA0101322T	TO QM96 IRVINE RUN	182	140
PSA0120091	ERIE CONTROL LINE L	47	20
PSA0120092	ERIE CONTROL LINE L	47	20
PSA0120093	ERIE CONTROL LINE D	47	20
PSA0120094	ERIE CONTROL LINE D	47	20
PSA0225001	FOLLETT ROAD CG	38	38
PSA0225351	LINE B-57 TO WETMORE	9	9
PSA0225361	WETMORE CITY GATE	8	8
PSA0225681	BLISSVILLE LINE C-2	8	8
PSA0225681	BLISSVILLE LINE C-2	8	8
PSA0225731	DOOLITTLE ROAD	22	22
PSA02CWW01	YANKEE BUSH ROAD	25	25
PSA02CWW21	FOLLETT RUN	20	20
PSA02GLW11	HEMLOCK	26	26
PSA02GRE11	BARTON ROAD	20	20
PSA02GRE31	MARK ROAD	34	34
PSA02GRE41	GUNNISON ROAD	28	28
PSA02GRE51	DUTCH ROAD	35	35
PSA02HMM21	LUDLOW C.P. (LINE C3)	6 OZ	6 OZ
PSA02WYE41	BEAVER DAM	39	39
PSA0300135	SKINNER HILL	40	40
PSA0320095	ERIE CONTROL	47	20
PSA0320096	ERIE CONTROL S-42	47	20
PSA0320097	ERIE CONTROL S-42	47	20
PSA0321581	WARREN CITY PLANT	35	35
PSA0322221	WRIGHTSVILLE	34	34
PSA0324501	WEILER ROAD	35	35
PSA0324521	SUMMIT TO DIST.	34	34
PSA03COE11	NORTH CORRY C.P.	37	37
PSA03COE21	CORRY JAMESTOWN	37	37
PSA03GRE21	HAMMETT	35	35
PSA03STW11	SUGAR GROVE C.P.	38	38
PSA03WYE21	WALKER ROAD	53	53
PSA03WYE22	WALKER ROAD	53	53
PSA0400312	LUDLOW CITY GATE	6 OZ	6 OZ
PSA0422381	RGRTWN LINE D W. RT6	24	24
PSA0423671	LUDLOW CITY PLANT	6	6

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9.2 Delivery Pressure Requirements (Cont'd.)

PRESSURE REQUIREMENT (psig)

METER	LOCATION	WINTER	SUMMER
PSA0425741	CLYMER FEED	53	53
PSA0426651	KELLER ROAD	25	25
PSA04HMM31	LUDLOW C.P. (W-1462)	6 OZ	6 OZ
PSA04HMM31	LUDLOW C.P. (W-1462)	22	22
PSA04VGE11	LOWVILLE	22	22
PSA04VGE12	LOWVILLE	22	22
PSA04VGE21	WATTSBURG	22	22
PSA04VGE22	WATTSBURG	15	15
PSA04WYE31	BUFFALO ROAD	15	15
PSA1100157F	HICKORY (FROM Q)	220	220
PSA1100157T	HICKORY (TO Q)	220	220
PSA1100158	HICKORY (ENDEAVOR)	50	50
PSA1100970A	BROWN HILL	35	35
PSA1101062T	LINE T-M2 TO MIOLA	75	30
PSA1101440	STA T-715 MERCER	390	280
PSA1101441	STA T-715 MERCER	390	280
PSA1101528	LINE C TO TM-6	47	47
PSA1101693	CODER SALES	90	90
PSA1121031	REYNOLDSVILLE COMP.	230	230
PSA1200901	FISHER SALES	10	10
PSA1200962	LAKE LATONKA E. SIDE	35	35
PSA1200963	LAKE LATONKA W. SIDE	30	30
PSA1201064	SHEPHARD OF THE HILL	13	13
PSA1201088	WILCOX SALES	22	22
PSA1201290	TM211 TO T5/T9	8	8
PSA1220071	CLARINGTON SALES	24	24
PSA1220081	LINE K-182 TO DIST	24	24
PSA1220111	PRODUCTION GAS F-52	48	48
PSA1221252	TM6 TO T28	10	6
PSA1223031	SALES TO RM24	10	10
PSA1225101	E.BRADY DIST TO P101	14	8
PSA1225321	LINE F4 TO DIST.	11	5
PSA1225621	TW 3393 TO DIST.	230	230
PSA1300387	SUGAR HILL DUMP	230	230

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9.2 Delivery Pressure Requirements (Cont'd.)

PRESSURE REQUIREMENT (psig)

METER	LOCATION	WINTER	SUMMER
PSA1300832	PENFIELD BENNETT	50	50
PSA1300905	MARIENVILLE CP	46	46
PSA1301218	MIOLA SALES	31	31
PSA1301374	BROCKWAY FM100 &F-97	200	200
PSA131155A	CLARION CITY PLANT	42	42
PSA1311771	FM-120 FEED TO VM-71	120	120
PSA1321081	HENDERSON TO DIST	164	164
PSA1321082	HENDERSON TO DIST	164	164
PSA1322453	LEWIS RUN K TO C	140	140
PSA1322454	LINE A LEWIS RUN	140	140
PSA1322461	NM-44 - SM-14	170	170
PSA1324941	PARTICLEBOARD PLANT	44	44
PSA1325071	FEDERAL PRISON	21	21
PSA1325072	FEDERAL PRISON	21	21
PSA1325561	ISLAND RUN TO DIST.	250	250
PSA1325562	ISLAND RUN TO DIST.	150	150
PSA1325801	VAN LINE M	230	200
PSA1325802	VAN LINE M	230	200
PSA1325931	MALONEY FARM K TO C	135	135
PSA1326341	BORDEN PRODUCTS	15	15
PSA1401143	BROWN HILL	35	35
PSA1401148	CARPENTER STATION	18	18
PSA1401213	SIGEL SALES	20	20
PSA1401216	JAMES CITY SALES	31	31
PSA1401233	WESTLINE	26	26
PSA1401248	CLERMONT FM-120	33	33
PSA1401525	HIGHLAND SALES	12	12
PSA1424121	WISHAW	20	20
PSA1424421	CLARION LINE T-5	10	10
PSA1424431	LIMESTONE LINE T-119	10	10
PSA1424441	LINE T-5 TO DIST.	10	10
PSA1424711	GM-97 SHEEP FARM RD	38	38
PSA1425011	MARVINDALE LINE B-20	13	14
PSA1425121	KW 3804 TO DIST.	8	4
PSA1425551	QM-95 TO K-182	20	20
PSA1426191	G-110 TO DIST.	28	28
PSS111086	BOONE MTN STORAGE	200	200

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9.2 Delivery Pressure Requirements (Cont'd.)

PRESSURE REQUIREMENT (psig)

METER	LOCATION	WINTER	SUMMER
PSS1100450	ST MARY'S STORAGE	90	-
PSS0101059	SUMMIT STORAGE	350	-
PSA0324521	SUMMIT STORAGE	36	25

(c) Deliveries to or for the account of other EFT shippers

PRESSURE REQUIREMENT (psig)

METER	LOCATION	WINTER	SUMMER
PSN0300659	NORTHEAST HEAT&LIGHT	38	38
PSN0300659	NORTHEAST HEAT&LIGHT	38	38
PSN1202061	EASTERN NATURAL GAS	48	48
PSN1202062	EASTERN NATURAL GAS	48	48
PSN1300631	PEOPLES NAT. GAS (SR)	489	394
PSN1302081	EASTERN NATURAL GAS	160	160
PSN1322481	PEOPLES NAT. GAS (GC)	160	160
PSN1322501	PEOPLES NAT. GAS (SB)	60	60
PSN1322631	EASTERN NATURAL GAS	300	300
PSN1322641	EASTERN NATURAL GAS	150	160
PSN1400233	PEOPLES (BULLION)	12	12
PSN1400597	PEOPLES NAT. GAS (SB)	30	30
PSN1400763	CRG (EMERGENCY)	18	12
PSN1400764	CRG (SIGEL)	10	10
PSN1401256	CRG (HOMINY RIDGE #1)	18	12
PSN1401257	CRG (HOMINY RIDGE #2)	18	12
PSN1406285	CRG (GREENWOOD)	20	20
PSN1433511	CRG (HP TAP #3351)	4 OZ	4 OZ
PSN1444319	CRG (EDEBURN)	15	15
PSNENG0001E	NATURAL ADDISON AV	45	45
PSNENG0002E	NATURAL BUCKEYE DR	47	47
PSNENG0003E	NATURAL 5 POINTS	47	47
PSNENG0004E	NATURAL 5 POINTS	47	47
NSN92CE04	RUSHFORD SALES	200	150
PPPTRN0001F	TRANSCO WHARTON	600	600

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9.3 Receipt Requirements

- (a) At the following delivery points to National Fuel Gas Distribution Corporation, requirements are served by upstream pipeline connections which feed directly to the Shipper's market. In these specific cases, Transporter has no facilities through which to replace or supplement natural gas deliveries, and the Shipper is restricted to the pressures and quantities available from such upstream pipelines, with whom National Fuel Gas Distribution Corporation will contract directly for transportation service. Transporter's delivery obligation at such points will also be limited by station capacities, which are listed below.

INTERCONNECTING PIPELINE	METER NAME/LOCATION	PRESSURE REQUIREMENT CAPACITY		
		METER	PSIG	DT/DAY
CNG TRANSMISSION	BELMONT	60185	125	2060
CNG TRANSMISSION	CALEDONIA	60154	200	15450
CNG TRANSMISSION	DONOVAN	60178	300	41200
CNG TRANSMISSION	JOHNSONBURG	60047	200	1030
CNG TRANSMISSION	SANFORD	60181	175	20600
CNG TRANSMISSION	SILVER SPRINGS	60049	200	5150
CNG TRANSMISSION	WEST WELLSVILLE	60179	200	10300
CNG TRANSMISSION	WYOMING	60050	300	20600
COLUMBIA GAS TRANSMISSION	SMETHPORT	630202	100	3100
TENNESSEE GAS PIPELINE	COCHRANTON	2-0314	400	20600
TENNESSEE GAS PIPELINE	CRANBERRY SALES	2-0703	400	36050
TENNESSEE GAS PIPELINE	LEWISTON	2-0092	200	6000
TENNESSEE GAS PIPELINE	MAYVILLE	2-0088	200	10300
TENNESSEE GAS PIPELINE	SHARON	2-0069	400	70000
TENNESSEE GAS PIPELINE	PEKIN	2-0326	200	51500
TENNESSEE GAS PIPELINE	PETTIS	2-0071	400	30900
TENNESSEE GAS PIPELINE	SHERMAN	2-0428	200	4120
TENNESSEE GAS PIPELINE	TOWNVILLE	2-0390	400	10300
TENNESSEE GAS PIPELINE	UNION CITY	2-0200	200	20600

- (b) Transporter's delivery pressure obligations set forth in Section 9.2 are subject to its Shippers meeting the receipt pressure requirements set forth in this Section 9.3(b). National would attempt, but would not be obligated, to maintain the delivery pressures set forth in Section 9.2 if receipt pressures fall below the requirements set forth in this Section 9.3(b).

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9.3 Receipt Requirements (Cont'd.)

INTERCONNECTING PIPELINE	METER NAME/LOCATION	PRESSURE REQUIREMENT		CAPACITY DT/DAY
		METER	PSIG	
CNG TRANSMISSION	ALLEGHENY NAT. FORES	51051	300	5150
CNG TRANSMISSION	ELLISBURG STATION	60288	975	103000
CNG TRANSMISSION	ELLISBURG STORAGE	NFSTG	1000	103000
CNG TRANSMISSION	ESHBAUGH	51052	400	27810
CNG TRANSMISSION	LEIDY	4494	1100	50000
CNG TRANSMISSION	LEIDY	3549	1100	50000
CNG TRANSMISSION	MARILLA	2-0502	500	12360
CNG TRANSMISSION	PORTERVILLE	60051	400	139050
COLUMBIA GAS TRANSMISSION	ELLWOOD CITY	690533	700	26780
COLUMBIA GAS TRANSMISSION	FIRST FORK	632291	500	36050
COLUMBIA GAS TRANSMISSION	SUGAR GROVE	617733	350	10300
COLUMBIA GAS TRANSMISSION	WATERFORD	620549	500	10300
PENN YORK ENERGY CORP.	ELLISBURG	PYELLI	550	154500
TENNESSEE GAS PIPELINE	CLARENCE	2-0497	200	165000
TENNESSEE GAS PIPELINE	COLDEN STORAGE	6-0003	700	41200
TENNESSEE GAS PIPELINE	COUDERSPORT	2-0074	400	51500
TENNESSEE GAS PIPELINE	EAST AURORA	2-0077	200	400000
TENNESSEE GAS PIPELINE	HAMBURG (E. EDEN)	2-0076	200	82400
TENNESSEE GAS PIPELINE	HEBRON STORAGE	6-0001	700	41200
TENNESSEE GAS PIPELINE	LAMONT	2-0072	400	30900
TENNESSEE GAS PIPELINE	NASHVILLE STORAGE	2-0243	200	82400
TENNESSEE GAS PIPELINE	ROSE LAKE	2-0527	400	154500
TENNESSEE GAS PIPELINE	ROSE LAKE	1-0110	400	154500
TENNESSEE GAS PIPELINE	RUSSELL CITY	2-0301	400	30900
TENNESSEE GAS PIPELINE	MERCER	2-0496	400	30900
TENNESSEE GAS PIPELINE	WATTSBURG	2-0075	200	46350
TEXAS EASTERN TRANSMISSION	BRISTORIA	0015	750	103000
TEXAS EASTERN TRANSMISSION	BRISTORIA	5054	750	103000
THREE RIVERS PIPELINE	THREE RIVERS P.L.	TRP268	450	10000
TRANSCANADA PIPELINES LTD	NIAGARA	1-0902	725	236500
TRANSCONTINENTAL GAS PIPELINE	LEIDY	4494	1100	400000
TRANSCONTINENTAL GAS PIPELINE	LEIDY	3549	1100	400000
TRANSCONTINENTAL GAS PIPELINE	WHARTON	6172	600	139050
TRANSCONTINENTAL GAS PIPELINE	WHARTON	3261	600	139050

9.4 Storage Requirements

This section sets forth the range of injection and withdrawal capabilities associated with each individual storage field operated by

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9.4 Storage Requirements (Cont'd.)

Transporter. Transporter's ability to transport quantities of gas between Transporter's storages under the EFT Rate Schedule and particular receipt and delivery points may be constrained by these field specific capabilities.

In addition, during the injection cycle specific storages can only be filled from a single interconnection to an upstream pipeline. In New York; Nashville, Perrysburg, Sheridan and Colden storages can only be filled from the facilities of Tennessee Gas Pipeline Company. Similarly, in Pennsylvania; Hebron Storage can only be filled from Tennessee Gas Pipeline Company.

Therefore, EFT Shippers who have upstream capacity on Tennessee Gas Pipeline Company will have to arrange for quantities to be scheduled on Tennessee Gas Pipeline Company for injection into these specific storages.

STORAGE FIELD	INJECTION CYCLE (April 1 - October 31)		WITHDRAWAL CYCLE (November 1 - April 15)	
	FLOW RANGE MMCFD	MMCFD	FLOW RANGE MMCFD	MMCFD
BELMOUTH	4.3	13	5	5
BENNINGTON	30	30	28.8	60
BOONE MTN.	10	10	5	5
COLDEN	40	40	25	40
COLLINS	3.5	11	20	40
CORRY	6.3	6.7	3.6	40
DEERLICK	0	0	0	0
DERBY	3	3	2	2
DUHRING	0	0	0	0
EAST BRANCH	25	50	25	35
ELLISBURG	72	90	110	225
GALBRAITH	12	12	6.5	16
HEBRON	30	30	25	25
HENDERSON	15	30	17.1	30
HOLLAND	20	20	10	20
KEELOR	30	30	13.5	40
LAWTONS	4	20	10	30
MARKLE	8	8	1.5	8
NASHVILLE	66	66	35	110
OWL'S NEST	3	10	3	3
PERRYSBURG	40	40	18	40

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9.4 Storage Requirements (Cont'd)

QUEEN	6	6	3	3
SHERIDAN	6	30	15	25
ST. MARY'S	1	1	1	1
SUMMIT	10	20	24.8	60
SWEDE HILL	13	13	6.3	8
TUSCARORA	21.3	25	57	80
WELLENDORF	6	14	5	5
WHARTON	28	28	27	40
ZOAR	8	65	25	60

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

11. ADJUSTMENTS OF RESERVATION CHARGES

11.1 If, due to an occurrence of force majeure, for which notice has been provided by Transporter pursuant to Section 8 of the General Terms and Conditions, Transporter is unable, for a period in excess of ten consecutive days, to tender for delivery at one or more of the primary delivery points a quantity of gas nominated by Shipper for delivery at such point(s) up to the lesser of (i) the quantity which Transporter is obligated by the EFT Service Agreement to deliver to or for the account of Shipper at such primary delivery point(s), or (ii) Shipper's Contract Maximum Transportation Quantity ("Deficiency Quantities"), the reservation charges applicable to Shipper under this EFT Rate Schedule shall be proportionately reduced, as set forth in Section 11.5, beginning on the eleventh day of such occurrence, except as set forth in Section 11.4.

11.2 If transporter declines, pursuant to Section 13.2 of the General Terms and Conditions, to schedule nominated deliveries to or for the account of Shipper, at one or more primary delivery points,

RATE SCHEDULE EFT
Enhanced Firm Transportation Service

11. ADJUSTMENTS OF RESERVATION CHARGES (Cont'd)

of quantities that are less than the lesser of (i) the quantity which Transporter is obligated by the EFT Service Agreement to deliver to or for the account of Shipper at such primary delivery point(s) or (ii) Shipper's Contract Maximum Transportation Quantity ("Deficiency Quantities"), and such action relates to scheduled maintenance, repair or replacement activities with regard to its facilities, with respect to which Transporter did not provide at least thirty (30) days' notice to Shipper prior to the commencement of such activities, the reservation charges applicable under this EFT Rate Schedule shall be proportionately reduced, as set forth in Section 11.5, except as set forth in Section 11.4.

11.3 If Transporter rejects Shipper's nomination, requires a revised nomination, issues an operational flow order or takes other action required under the circumstances set forth in subsections (a), (b) and (c) of Section 2.10 of this EFT Rate Schedule, and as a result of such action Transporter does not tender for delivery at one or more primary delivery points a quantity of gas equal to or greater than 95% of the lesser of (i) the quantity which Transporter is obligated by the EFT Service Agreement to deliver to or for the account of Shipper at such primary delivery point(s) or (ii) Shipper's Contract Maximum Transportation Quantity ("Deficiency Quantities"), the reservation charges applicable to Shipper under this EFT Rate Schedule shall be proportionately reduced, as set forth in Section 11.5, except as set forth in Section 11.4. This Section 11.3 shall not authorize a reduction in reservation charges where Transporter rejects a nomination from Shipper for an arrangement of receipts and deliveries among receipt and delivery points that would conflict with the Operating Protocol for EFT Service set forth at Section 9 hereof.

11.4 With regard to the circumstances described in Sections 11.1, 11.2 and 11.3, reservation charges shall not be reduced with respect to any Deficiency Quantities that Transporter is able to deliver to or for the account of Shipper at other primary or secondary points, that will permit such quantities to reach Shipper's intended market or downstream transporter.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RP92-73-009

Original Sheet No. 65B Original Sheet No. 65B : Superseded

RATE SCHEDULE EFT
Enhanced Firm Transportation Service

11. ADJUSTMENTS OF RESERVATION CHARGES (Cont'd)

11.5 Where reservation charge reductions are authorized as described above, Shipper's reservation charges shall be reduced by an amount equal to the daily equivalent of the reservation charge, multiplied by the quotient obtained by dividing any Deficiency Quantities by Shipper's Contract Maximum Daily Quantity.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65C First Revised Sheet No. 65C : Superseded
Superseding: Original Sheet No. 65C
FST RATE SCHEDULE
Firm Storage Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called "Transporter"), associated with a firm storage service provided by Transporter or a provider of storage service that interconnects with Transporter, for any person (hereinafter called "Shipper") provided that: (i) capacity is available on all portions of Transporter's system (including primary receipt and delivery points) necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms & Conditions and executes a service agreement for firm transportation service under this FST Rate Schedule in the form contained in this Tariff; and (iii) said service complies with the terms and conditions of this FST Rate Schedule.

- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not be required to grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; provided, however, that Transporter may not reject a request for service hereunder solely because of the absence of equipment sufficient to provide Transporter with real time measurement, communication and control capability at any delivery point, unless the installation of such equipment would not be operationally feasible, as determined by Transporter; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing, firm transportation or storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis according to the criteria set forth in Section 31.2 of the General Terms and Conditions; or (v) if such service does not comply with this FST Rate Schedule or the FST Service Agreement.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65D First Revised Sheet No. 65D : Superseded
Superseding: Original Sheet No. 65D
FST RATE SCHEDULE
Firm Storage Transportation Service

1. AVAILABILITY (Cont'd.)

- 1.3 While a determination of capacity on Transporter's system is reported once each year, on March 1st, in accordance with Section 284.12 of the Commission's regulations, determination of available firm capacity on Transporter's system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.
- 1.4 Transporter and Shipper may add or delete firm primary delivery or receipt points (injection or withdrawal) from time to time provided Transporter can provide service at such points on a firm basis. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.
- (a) Availability of service at new primary injection or withdrawal delivery point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDITQ or MDWTQ, as defined in Section 2.4, among its existing and new primary delivery point(s).
- (b) Availability of service at new primary injection or withdrawal receipt point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDITQ or MDWTQ, as defined in Section 2.4, among its existing and new primary receipt points.
- (c) A request for a change in primary receipt or delivery points (injection or withdrawal) shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c), and (f) of Section 31.1 of the General Terms and Conditions may be omitted.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65E First Revised Sheet No. 65E : Superseded
Superseding: Original Sheet No. 65E
FST RATE SCHEDULE
Firm Storage Transportation Service

1. AVAILABILITY (Cont'd.)

- 1.5 This FST Rate Schedule is available only for transportation to delivery points that are equipped with equipment sufficient to provide Transporter with real time measurement, communication and control capability. All primary receipt points must also be equipped with such equipment. Notwithstanding the foregoing, "Transporter's Storage Facilities" may be designated as a primary injection receipt point and a primary withdrawal delivery point under an FST Service Agreement.
- 1.6 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
- (a) Receipt/Delivery Points: The primary receipt and delivery points (injection and withdrawal) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.
 - (b) Gas Quantities: The maximum daily injection quantity (MDITQ) applicable to each primary injection receipt and delivery point, and the maximum daily withdrawal transportation quantity (MDWTQ) applicable to each primary withdrawal receipt and delivery point stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this FST Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This FST Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an FST Service Agreement.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65F First Revised Sheet No. 65F : Superseded
Superseding: Original Sheet No. 65F
FST RATE SCHEDULE
Firm Storage Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

2.3 Service hereunder shall consist of:

- (a) the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary injection receipt point(s) specified in the FST Service Agreement, or at secondary receipt points as described in Subsection 2.5, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after reductions as set out in the FST Service Agreement and Section 3 of this FST Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary injection delivery point(s) specified in the FST Service Agreement, or at secondary delivery points as described in Subsection 2.5 hereof; and
- (b) the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary withdrawal receipt point(s) specified in the FST Service Agreement, or at secondary receipt point(s) as described in Subsection 2.5, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after reductions as set out in the FST Service Agreement and Section 3 of this FST Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary withdrawal delivery point(s) specified in the FST Service Agreement, or at secondary delivery points as specified in Subsection 2.5 hereof.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65G First Revised Sheet No. 65G : Superseded
Superseding: Original Sheet No. 65G
FST RATE SCHEDULE
Firm Storage Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.4 Subject to Subsection 2.5 hereof, Transporter shall not be required:

- (a) to accept any quantities of gas tendered at any firm primary injection receipt point in excess of the Maximum Daily Injection Transportation Quantity (MDITQ) specified in the FST Service Agreement for that injection receipt point;
- (b) to accept any quantities of gas tendered at any firm primary withdrawal receipt point in excess of the Maximum Daily Withdrawal Transportation Quantity (MDWTQ) specified in the FST Service Agreement for that withdrawal receipt point;
- (c) to accept quantities of gas in excess of the Contract MDWTQ on any day at any combination of receipt points;
- (d) to deliver quantities of gas at any firm primary injection delivery point in excess of the MDITQ specified in the FST Service Agreement for that injection delivery point;
- (e) to deliver quantities of gas at any firm primary withdrawal delivery point in excess of the MDWTQ specified in the FST Service Agreement for that withdrawal delivery point; nor
- (f) to deliver quantities of gas in excess of the Contract MDWTQ on any day at any combination of delivery points.

The Contract MDITQ shall be the sum of the MDITQ's applicable to each primary injection receipt point. The sum of the MDITQ's applicable to each primary injection delivery point shall also equal the Contract MDITQ, net of applicable fuel and loss retention. The Contract MDWTQ shall be the sum of the MDWTQ's applicable to each primary withdrawal receipt point. The sum of the MDWTQ's applicable to each primary withdrawal delivery point shall also equal the contract MDWTQ.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 65H First Revised Sheet No. 65H : Superseded

Superseding: Original Sheet No. 65H

FST RATE SCHEDULE

Firm Storage Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.5 Subject to the provisions of this FST Rate Schedule, Transporter will:

- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
- (b) deliver natural gas for the Shipper's account at a secondary delivery point;

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service, and provided further that any such delivery point(s) are equipped with measurement, control and communication equipment required for firm delivery points. Use of secondary receipt and delivery points by FST Shippers shall be superior to the use of such points by interruptible shippers.

2.6 Subject to Section 11 of the General Terms and Conditions of this tariff, an FST Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.

2.7 A shipper receiving service under this FST Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.

2.8 Service under this FST Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Transporter.

2.9 When an FST shipper nominates for the delivery of gas into or for the receipt of gas from Transporter's storage fields, Transporter shall determine the distribution of the nominated quantity among its individual storage fields.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65I First Revised Sheet No. 65I : Superseded
Superseding: Original Sheet No. 65I
FST RATE SCHEDULE
Firm Storage Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.10 Transporter may reject nominations, require revised nominations, issue operational flow orders or take such other action as is reasonably required to:

- (a) protect any of Transporter's facilities from excessive pressure or other similar threats to the integrity of its system, and
- (b) permit Transporter to inject or withdraw gas from individual storage fields in a manner consistent with the performance characteristics of such fields.

Transporter shall, as soon as is reasonably practicable, notify the Commission and post on its Electronic Bulletin Board the circumstances and justifications for any actions taken pursuant to this Subsection 2.10.

2.11 Notwithstanding Section 13 of the General Terms and Conditions, an FST Shipper may change its nomination effective on any hour of the day to reflect changes in quantities to be delivered or received under its transportation contract(s) with pipelines that are physically interconnected with Transporter which are associated with service at FST receipt or delivery points, by notifying Transporter and the interconnecting transporter one hour in advance.

Nominations changed pursuant to this Section 2.11 shall be accepted by Transporter only to the extent that Transporter's scheduling of such change will not reduce the scheduled quantities of another firm shipper.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65J First Revised Sheet No. 65J : Superseded
Superseding: Original Sheet No. 65J
FST RATE SCHEDULE
Firm Storage Transportation Service

3. RATE

- 3.1 The maximum and minimum rates for deliveries are set forth on the currently effective Sheet No. 5A of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Reservation Charge. A charge per month per Dth of Contract MDWTQ.
 - (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month.
 - (c) Interruptible Gathering ("IG") Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5A for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter's electronic bulletin board, and with each general rate filing submitted by Transporter, shall be subject to the interruptible gathering rate.
 - (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
 - (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited, to equipment sufficient to provide Transporter with real time measurement, communication and control capability.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 65K First Revised Sheet No. 65K : Superseded
Superseding: Original Sheet No. 65K
FST RATE SCHEDULE
Firm Storage Transportation Service

3. RATE (Cont'd)

(f) With respect to services resulting from the assignment of capacity associated with Transporter's Rate Schedule X-58 to firm shippers of Transcontinental Gas Pipe Line Corporation, a surcharge to Transporter's reservation and commodity charges (set forth on Sheet No. 5A as "X-58 conversion surcharge"), applicable to services that were converted from Mcf to Dth on the basis of 1.000 Dth per Mcf.

(g) Amortization Surcharge. A charge per month per Dth of Contract MDTQ, provided that the Shippers listed on Sheet No. 238 of Transporter's FERC Gas Tariff shall be exempt from the Amortization Surcharge.

3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5A as "fuel, loss and company-use retention".

3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5A; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5A.

4. AUTHORIZED OVERRUN TRANSPORTATION

4.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's Contract MDWTQ or MDITQ any day under the FST Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled,

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FERC Docket: RP97-201-000

First Revised Sheet No. 65L First Revised Sheet No. 65L : Superseded
Superseding: Original Sheet No. 65L
FST RATE SCHEDULE
Firm Storage Transportation Service

4. AUTHORIZED OVERRUN TRANSPORTATION (Cont'd)

together with Authorized Overrun Transportation under Rate Schedule IT, on a first-come, first-served basis.

- 4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5A of this tariff. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

5. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

6. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

7. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 65M First Revised Sheet No. 65M : Superseded
Superseding: Sheet Nos. 65M through 65Q

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Original Sheet Nos. 65M through 65Q

Effective Date: 09/01/1996 Status: Effective
FERC Docket: RP96-331-002

First Revised Sheet No. 65N First Revised Sheet No. 65N : Superseded
Superseding: Original Sheet No. 65N
FST RATE SCHEDULE
Firm Storage Transportation Service

3. QUALIFICATION FOR SERVICE (Cont'd.)

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter provided that Shipper notifies Transporter in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

- (b) An FST Service Agreement (or, when tendered by Transporter in response to a request for firm service that requires the construction of facilities, a precedent agreement) shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. Subject to Section 26 of the General Terms and Conditions of this tariff, in the event the FST Service Agreement, or precedent agreement is not executed by Shipper and returned within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.

4. RATE

- 4.1 The maximum and minimum rates for service under this rate schedule are set forth on the currently effective Sheet No. 5 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 4.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
 - (a) Reservation Charge. A charge per month per Dth of Contract MDWTQ.
 - (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP94-367-009

Sub. Original Sheet No. 650 Sub. Original Sheet No. 650 : Superseded

FST RATE SCHEDULE
Firm Storage Transportation Service

4. RATE (Cont'd.)

- (c) Interruptible Gathering ("IG") Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter's electronic bulletin board, and with each general rate filing submitted by Transporter, shall be subject to the interruptible gathering rate.
- (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited to, equipment sufficient to provide Transporter with real time measurement, communication and control capability.
- (f) With respect to services resulting from the assignment of capacity associated with Transporter's Rate Schedule X-58 to firm shippers of Transcontinental Gas Pipe Line Corporation, a surcharge to Transporter's reservation and commodity charges (set forth on Sheet No. 5A as "X-58 conversion surcharge"), applicable to services that were converted from Mcf to Dth on the basis of 1.000 Dth per Mcf.
- (g) Amortization Surcharge. A charge per month per Dth of Contract MDTQ, provided that the Shippers listed on Sheet No. 238 of Transporter's FERC Gas Tariff shall be exempt from the Amortization Surcharge.

4.3 Transporter will retain the percent of receipts set forth on Sheet No. 5A as "fuel, loss and company-use retention."

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP95- 31-011

Original Sheet No. 65P Original Sheet No. 65P : Superseded

FST RATE SCHEDULE
Firm Storage Transportation Service

4. RATE (Cont'd.)

4.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5A; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5A.

5. AUTHORIZED OVERRUN TRANSPORTATION

5.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's Contract MDWTQ or MDITQ any day under the FST Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled, together with Authorized Overrun Transportation under Rate Schedule IT, on a first-come, first-served basis.

5.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5A of this tariff. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

6. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: RP95- 31-011

Original Sheet No. 65Q Original Sheet No. 65Q : Superseded

FST RATE SCHEDULE
Firm Storage Transportation Service

7. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

8. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 66 First Revised Sheet No. 66 : Superseded

Superseding: Original Sheet No. 66

IT RATE SCHEDULE

Interruptible Transportation Service

1. AVAILABILITY

1.1 This IT Rate Schedule is available for interruptible transportation service by National Fuel Gas Supply Corporation (hereafter called "Transporter") on behalf of any person (hereinafter called "Shipper") to the extent that: (i) capacity is available on Transporter's system from time to time; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for interruptible transportation under this IT Rate Schedule in the form contained in this Tariff; and (iii) such service complies with the terms and conditions of this IT Rate Schedule.

1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:

(a) Gas Quantities: The maximum daily transportation quantity (MDTQ) applicable to each Receipt Point(s) and Delivery Point(s) stated in dekatherms.

(b) Receipt/Delivery Point: The designated Receipt Point(s) and Delivery Point(s) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The transportation service provided under this IT Rate Schedule shall be performed under Subparts B,G,H, or K of Part 284 of the Commission's Regulations. This IT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an IT Service Agreement.

IT RATE SCHEDULE
Interruptible Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.4 An IT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.
- 2.5 A Shipper receiving service under this IT Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.
- 2.6 Service under this IT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.

3. PRIORITY OF SERVICE

- 3.1 Interruptible transportation service of Transporter under this IT Rate Schedule shall have a priority for system capacity subordinate to Transporter's firm transportation or firm storage service.
- 3.2 If monthly nominations under IT Service Agreements exceed Transporter's projected available capacity to provide such services, Transporter shall, to the extent possible given the requirements of upstream or downstream transporters, schedule receipts and deliveries for Shippers in accordance with the following order of priority:
 - (a) Among Shippers for whom receipts and deliveries were scheduled for the month immediately preceding the month to be scheduled, up to the quantities previously scheduled, allocated among shippers in this category on the basis of the following subsections of this Section 3.2.
 - (b) Among Shippers authorized by the Commission to receive service on or before December 5, 1990, and shippers served under the former SI Rate Schedule as of August 1, 1993 up to the authorized maximum daily volume, prorated according to the quantities nominated by Shippers in this category, provided, however, that with regard to services on

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 68 Second Revised Sheet No. 68 : Superseded
Superseding: First Revised Sheet No. 68
IT RATE SCHEDULE
Interruptible Transportation Service

3. RATE

- 3.1 The maximum and minimum rates per Dth for service under this rate schedule are set forth on the currently effective Sheet No. 5A of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff
- 3.2 For all service rendered under this rate schedule during each month, Shipper shall pay Transporter:
- (a) Commodity Charge: A charge per Dth for all gas delivered by Transporter during the billing month.
 - (b) Interruptible Gathering ("IG") Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5A for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter's electronic bulletin board, and with each general rate filing submitted by Transporter, shall be subject to the interruptible gathering rate.
 - (c) An amount to reimburse Transporter for filing fees associated directly with the transportation service and paid to the Commission.
 - (d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5A as "fuel, loss and company use retention."

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 69 First Revised Sheet No. 69 : Superseded
Superseding: Sub. Original Sheet No. 69
IT RATE SCHEDULE
Interruptible Transportation Service

3. RATE (Cont'd)

3.4 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5A; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates or retaining an allowance less than the maximum allowance for this service under this Rate Schedule set forth on Sheet No. 5A.

4. AUTHORIZED OVERRUN TRANSPORTATION

4.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any day, quantities of natural gas in excess of Shipper's MDTQ under the IT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery obligations.

4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5 of this Tariff. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

5. MINIMUM MONTHLY BILL

None.

6. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 70 First Revised Sheet No. 70 : Superseded

Superseding: Sub. Original Sheet No. 70

IT RATE SCHEDULE

Interruptible Transportation Service

7. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 71 First Revised Sheet No. 71 : Superseded
Superseding: Sheet Nos. 71 through 71

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Sub. Original Sheet Nos. 71 through 73
Third Revised Sheet No. 74
First Revised Sheet No. 75
Original Sheet No. 76

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 77 Second Revised Sheet No. 77 : Superseded
Superseding: First Revised Sheet No. 77
IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

1. AVAILABILITY

- 1.1 This IAS Rate Schedule is available for interruptible advance service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") on behalf of any person (hereinafter called "Shipper") to the extent that: (i) excess deliverability is available from storage fields utilized by Transporter, as determined by Transporter in its sole discretion from time to time; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for interruptible advance service under this IAS Rate Schedule in the form contained in this Tariff; (iii) Shipper has arranged for the transportation of the gas to be advanced by Transporter hereunder from storage fields utilized by Transporter to the desired delivery points under the EFT, IT or FT Rate Schedules; and (iv) such service complies with the terms and conditions of this IAS Rate Schedule.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:
- (a) Gas Quantities: The Maximum Advance Quantity requested, stated in dekatherms.
 - (b) Receipt Point(s): The designated Receipt Point(s) for the return hereunder of gas service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 (a) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing the delivery of gas.
- (b) Service hereunder shall be interrupted whenever necessary to permit Transporter to meet its obligations under firm transportation or firm storage rate schedules.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Third Revised Sheet No. 78 Third Revised Sheet No. 78 : Superseded
Superseding: Second Revised Sheet No. 78
IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

- 2.2 Service hereunder shall consist of the advance of gas by Transporter, up to the Maximum Advance Quantity specified in the IAS Service Agreement, the delivery of such gas into Transporter's transmission facilities for subsequent transportation pursuant to the EFT, IT or FT Rate Schedule, and the acceptance at the receipt point designated in the IAS Service Agreement of the quantity advanced by Transporter hereunder.
- 2.3 Shipper shall be required to return the sum of (i) the quantity of gas advanced by Transporter from storage fields utilized by Transporter, which quantity shall include quantities retained by Transporter during the subsequent transportation of such gas by Transporter, and (ii) a quantity of gas equal to the product obtained by multiplying the quantity of gas described in clause (i) hereof by two (2) times the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 2.4 Shipper may nominate for the return of advanced gas at any time, subject to Section 13 of the General Terms and Conditions of this Tariff, and Transporter shall accept such gas to the extent it has capacity to do so. The voluntary return of advanced gas hereunder shall have a priority of service equal to service under the IT Rate Schedule.
- 2.5 Shipper must return the quantities of gas specified in Section 2.3 hereof within forty eight (48) hours of receipt of notification from Transporter.
- 2.6 An IAS Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.
- 2.7 A Shipper receiving service under this IAS Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 79 First Revised Sheet No. 79 : Superseded
Superseding: Original Sheet No. 79

IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

3. RATE

- 3.1 The maximum and minimum rates per Dth for service under this rate schedule are set forth on the currently effective Sheet No. 6 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 3.2 For all service rendered under this rate schedule during each month, Shipper shall pay Transporter:
- (a) Advance Charge: A charge per Dth for all gas advanced by Transporter during the billing month.
 - (b) Return Charge: A charge per Dth for all gas returned to Transporter during the billing month.
 - (c) Usage Charge: A charge per Dth for Shipper's advanced gas balance. The usage charge shall be applied on a daily basis. The Shipper's "advanced gas balance" shall be the highest aggregate quantity of Transporter's gas on advance to Shipper hereunder during a day.
 - (d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates or retaining an allowance less than the maximum allowance for this service under this Rate Schedule set forth on Sheet No. 6.

4. MINIMUM MONTHLY BILL

None.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 80 First Revised Sheet No. 80 : Superseded
Superseding: Original Sheet No. 80

IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

5. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time.

6. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Second Revised Sheet No. 81 Second Revised Sheet No. 81 : Superseded
Superseding: Sheet Nos. 81 through 84

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

First Revised Sheet Nos. 81 through 83
Original Sheet No. 84

Effective Date: 09/05/1996 Status: Effective
FERC Docket: RP96-333-000

First Revised Sheet No. 82 First Revised Sheet No. 82 : Superseded
Superseding: Original Sheet No. 82

IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

3. QUALIFICATION FOR SERVICE (Cont'd.)

prepayment or other security provided as set forth above, or as is necessary to ensure that neither Shipper's net worth, nor its unencumbered assets in the states in which Seller operates is less than an amount equal to the highest Negative Imbalance Cash-Out Price (set forth at Section 14.10(a) of the General Terms and Conditions) occurring during the twelve (12) month period preceding the date service is requested times the quantity of advanced gas requested.

- 3.3 (a) Upon Transporter's determination that Shipper's request for service is complete, Transporter will enter such request on a list of pending complete requests and so notify shipper. Transporter will evaluate its ability to satisfy complete requests for service received in their order of entry on such list. Transporter shall process requests for service within a reasonable period of time. If Transporter rejects a request for service which has been entered on Transporter's list of pending complete requests, Transporter will so notify Shipper within ten (10) days of such rejection. In such event, Shipper's request for service will not remain entered on such list unless Shipper notifies Transporter, within thirty (30) days of Transporter's notification of rejection, that its request should remain so entered. Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional three (3) month periods thereafter, provided that Shipper notifies Transporter, in writing, prior to the conclusion of a three (3) month period, that it requests an extension.
- (b) An IAS Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the IAS Service Agreement is not executed and returned by Shipper within thirty days after Transporter tendered the agreement, Transporter shall consider the request for service invalid.

Effective Date: 09/01/1996 Status: Effective
FERC Docket: RP96-331-002

First Revised Sheet No. 83 First Revised Sheet No. 83 : Superseded
Superseding: Original Sheet No. 83
IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

4. RATE

- 4.1 The maximum and minimum rates per Dth for service under this rate schedule are set forth on the currently effective Sheet No. 6 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 4.2 For all service rendered under this rate schedule during each month, Shipper shall pay Transporter:
- (a) Advance Charge: A charge per Dth for all gas advanced by Transporter during the billing month.
 - (b) Return Charge: A charge per Dth for all gas returned to Transporter during the billing month.
 - (c) Usage Charge: A charge per Dth for Shipper's advanced gas balance. The usage charge shall be applied on a daily basis. The Shipper's "advanced gas balance" shall be the highest aggregate quantity of Transporter's gas on advance to Shipper hereunder during a day.
 - (d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 4.3 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates or retaining an allowance less than the maximum allowance for this service under this Rate Schedule set forth on Sheet No. 6.

5. MINIMUM MONTHLY BILL

None.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 84 Original Sheet No. 84 : Superseded

IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

6. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time.

7. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 85 Second Revised Sheet No. 85 : Superseded
Superseding: First Revised Sheet No. 85
FSS RATE SCHEDULE
Firm Storage Service

1. AVAILABILITY

- 1.1 This rate schedule is available for storage service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that: (i) capacity is available in Transporter's storage fields necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for firm storage service under this FSS Rate Schedule in the form contained in this Tariff; and (iii) said service complies with the terms and conditions of this FSS Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not be required to grant any said request for storage service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing firm transportation or firm storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis according to the criteria set forth in Section 31.2 of the General Terms and Conditions; or (v) if such service does not comply with this FSS Rate Schedule or the FSS Service Agreement.
- 1.3 While a determination of capacity on Transporter's system is reported once each year, on March 1st, in accordance with Section 284.12 of the Commission's regulations, determination of available firm capacity on Transporter's system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests

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FERC Docket: RP97-201-000

First Revised Sheet No. 86 First Revised Sheet No. 86 : Superseded
Superseding: 2nd Sub. Original Sheet No. 86
FSS RATE SCHEDULE
Firm Storage Service

1. AVAILABILITY (Cont'd)

for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.

1.4 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:

- (a) Gas Quantities: The Maximum Daily Injection Quantity (MDIQ), Maximum Daily Withdrawal Quantity (MDWQ) and the Maximum Storage Quantity (MSQ) stated in dekatherms.
- (b) Receipt/Delivery Point: If receipts or deliveries are to take place at a point of interconnection between storage facilities utilized by Transporter and another pipeline, the designated Receipt Point(s) and Delivery Point(s) for the requested service together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The storage service provided under this FSS Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This FSS Rate Schedule shall apply to all gas stored by Transporter for Shipper pursuant to an FSS Service Agreement.

2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 87 First Revised Sheet No. 87 : Superseded

Superseding: 2nd Sub. Original Sheet No. 87

FSS RATE SCHEDULE

Firm Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.3 Service hereunder shall consist of the receipt of natural gas delivered to storage facilities utilized by Transporter pursuant to Shipper's EFT, IT or FT Service Agreement, or pursuant to a transportation agreement with another pipeline where operationally feasible, the injection of gas into storage facilities utilized by Transporter, the storage and withdrawal of that gas, and the delivery of that gas, after reductions as set out in the FSS Service Agreement and Section 3 of this FSS Rate Schedule, into Transporter's transmission facilities for subsequent transportation pursuant to Shipper's EFT, IT or FT Service Agreement, or pursuant to a transportation agreement with another pipeline where operationally feasible Transporter shall not be required:

- (a) to accept any gas during periods of time not within the Injection Period, as stated in the FSS Service Agreement,
- (b) to accept on any day a quantity of gas in excess of the sum of the Maximum Daily Injection Quantity (MDIQ) specified in the FSS Service Agreement, and a quantity sufficient to satisfy the retention described in Section 3.3 hereof,
- (c) to accept on any day a quantity of gas at a point of interconnection between storage facilities utilized by Transporter and another pipeline in excess of the quantity of gas Transporter is authorized and physically able to inject at such point of interconnection, multiplied by a fraction, the numerator of which is Shipper's Maximum Storage Quantity, and the denominator of which is the total top gas capacity in all of Transporter's storage fields,
- (d) to store a quantity of gas in excess of the Maximum Storage Quantity (MSQ),
- (e) to deliver any gas during periods of time not within the Withdrawal Period, as stated in the FSS Service Agreement,

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 88 First Revised Sheet No. 88 : Superseded
Superseding: Original Sheet No. 88
FSS RATE SCHEDULE
Firm Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

- (f) to deliver quantities of gas in excess of the Maximum Daily Withdrawal Quantity (MDWQ) specified in the FSS Service Agreement, or
 - (g) to deliver on any day a quantity of gas at a point of interconnection between storage facilities utilized by Transporter and another pipeline in excess of the quantity of gas Transporter is authorized and physically able to withdraw at such point of interconnection, multiplied by a fraction, the numerator of which is Shipper's Maximum Storage Quantity, and the denominator of which is the total top gas capacity in all of Transporter's storage fields.
- 2.4 Provided Transporter determines that the receipt of gas and the injection of such gas into storage from Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall inject on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.9 hereof. Such excess quantities shall be referred to as authorized overruns.
- 2.5 Provided such withdrawal from storage and delivery of such gas to Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall withdraw on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.9 hereof. Such excess quantities shall be referred to as authorized overruns.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Third Revised Sheet No. 89 Third Revised Sheet No. 89 : Superseded
Superseding: Second Revised Sheet No. 89
FSS RATE SCHEDULE
Firm Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

- 2.6 Subject to Section 11 of the General Terms and Conditions of this tariff, an FSS Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party as of the end of the Storage Period, as set forth in the FSS Service Agreement, upon six (6) months written notice to the other.
- 2.7 A shipper receiving service under this FSS Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.8 Service under this FSS Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.
- 2.9 When necessary to assure that a storage service will not in Transporter's judgment interfere with the integrity of its system, or service to existing firm transportation or firm storage customers, Transporter may limit Shipper's right to inject and/or withdraw gas hereunder in the FSS Service Agreement to specified percentages of the Contract MDIQ and/or Contract MDWQ during specified periods of the Storage Year or while Shipper's Storage Balance is at specified levels, or during other specified periods, and Shipper may be required to reduce its Storage Balance according to a specified schedule, and in such cases the FSS Service Agreement will reflect any such specifications. If Shipper does not reduce its Storage Balance in accordance with a schedule set forth in the FSS Service Agreement, any excess shall be considered a positive imbalance, occurring as of the time Shipper's obligation to reduce its Storage Balance was not satisfied, and shall be subject to Section 14 of the General Terms and Conditions of this tariff, including, without limitation, the transportation balancing fee (which shall apply in addition to all charges due hereunder) and the provisions relating to clearing of imbalances; provided, however, that the maximum transportation balancing fee (i.e., 1.0 x the ISS Rate) shall apply to any and all excess gas in storage.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 90 Second Revised Sheet No. 90 : Superseded
Superseding: First Revised Sheet No. 90
FSS RATE SCHEDULE
Firm Storage Service

3. RATE

- 3.1 The maximum and minimum rates for service hereunder are set forth on the currently effective Sheet No. 6 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Storage Capacity Charge. A charge per month per Dth of Maximum Storage Quantity.
 - (b) Storage Demand Charge. A charge per month per Dth of Maximum Daily Withdrawal Quantity.
 - (c) Injection Charge. A charge per Dth for all gas received during the billing month by Transporter for injection hereunder, net of the retention set forth in Section 4.3 hereof.
 - (d) Withdrawal Charge. A charge per Dth for all gas withdrawn by Transporter during the billing month.
 - (e) An amount to reimburse Transporter for filing fees paid to the Commission associated with the additional storage service.
 - (f) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 During injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received for injection by the percentage set forth on Sheet No. 6 as "surface operating allowance."

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 91 Second Revised Sheet No. 91 : Superseded
Superseding: First Revised Sheet No. 91
FSS RATE SCHEDULE
Firm Storage Service

3. RATE (Cont'd)

3.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance."

3.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to store or store gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the allowance specified for service under this Rate Schedule as set forth on Sheet No. 6.

4. BILLING ADJUSTMENTS

If during the Injection Period Transporter is unable to inject into storage quantities of gas nominated during such period by Shipper for injection and made available to Transporter, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner:

If, at the end of the Injection Period, Shipper's Storage Gas Balance is less than Shipper's Maximum Storage Quantity due solely to Transporter's inability to inject gas within the limitations set forth in this Rate Schedule, then the Storage Capacity Charge applicable for the ensuing Withdrawal Period and Injection Period shall be that part of the total Storage Capacity Charge herein provided which Shipper's Storage Balance as of such date bears to Shipper's Storage Capacity.

5. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service under the SS-1, SS-2, ESS, FSS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 92 First Revised Sheet No. 92 : Superseded
Superseding: Original Sheet No. 92
FSS RATE SCHEDULE
Firm Storage Service

5. STORAGE FIELD LOSSES (Cont'd)

Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 5, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

6. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this rate schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Transporter will take title to all such gas not withdrawn without recourse on the thirty-first day after the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30)

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Second Revised Sheet No. 93 Second Revised Sheet No. 93 : Superseded

Superseding: First Revised Sheet No. 93

FSS RATE SCHEDULE

Firm Storage Service

6. WITHDRAWALS UPON TERMINATION OF SERVICE (Cont'd)

days of the end of the storage service deliver sufficient quantities of gas to make up the negative Balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price, as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative imbalance.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter shall apply to and are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Third Revised Sheet No. 94 Third Revised Sheet No. 94 : Superseded
Superseding: Sheet Nos. 94 through 97

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Second Revised Sheet No. 94
Original Sheet No. 94A
Second Revised Sheet No. 95
First Revised Sheet No. 96
2nd Sub. Original Sheet No. 97

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP96-331-002

Original Sheet No. 94A Original Sheet No. 94A : Superseded

FSS RATE SCHEDULE
Firm Storage Service

4. RATE (Cont'd)

- (e) An amount to reimburse Transporter for filing fees paid to the Commission associated with the additional storage service.
- (f) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: RP96- 29-000

Second Revised Sheet No. 95 Second Revised Sheet No. 95 : Superseded
Superseding: First Revised Sheet No. 95
FSS RATE SCHEDULE
Firm Storage Service

- 4.3 During injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received for injection by the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 4.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 4.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to store or store gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the allowance specified for service under this Rate Schedule as set forth on Sheet No. 6.

5. BILLING ADJUSTMENTS

If during the Injection Period Transporter is unable to inject into storage quantities of gas nominated during such period by Shipper for injection and made available to Transporter, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner:

If, at the end of the Injection Period, Shipper's Storage Gas Balance is less than Shipper's Maximum Storage Quantity due solely to Transporter's inability to inject gas within the limitations set forth in this Rate Schedule, then the Storage Capacity Charge applicable for the ensuing Withdrawal Period and Injection Period shall be that part of the total Storage Capacity Charge herein provided which Shipper's Storage Balance as of such date bears to Shipper's Storage Capacity.

6. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service under the SS-1, SS-2, ESS, FSS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such

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FERC Docket: RP96- 29-000

First Revised Sheet No. 96 First Revised Sheet No. 96 : Superseded
Superseding: Original Sheet No. 96

FSS RATE SCHEDULE
Firm Storage Service

6. STORAGE FIELD LOSSES (Cont'd.)

excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 6, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of this Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

7. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this rate schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Transporter will take title to all such gas not withdrawn without recourse on the thirty-first day after the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative Balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price, as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative imbalance.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 98 First Revised Sheet No. 98 : Superseded
Superseding: Sub. Original Sheet No. 98
ESS RATE SCHEDULE
Enhanced Storage Service

1. AVAILABILITY

- 1.1 This rate schedule is available for storage service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") for shippers receiving firm transportation service under the EFT Rate Schedule (hereinafter called "Shipper").
- 1.2 An ESS Shipper may request increases in its Maximum Storage Quantity. Transporter shall not be required to grant any said request for increased storage service (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing, firm transportation or firm storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the increased service will be paid for on a timely basis according to the criteria set forth in Section 31.2 of the General Terms and Conditions; or (v) if such increased service does not comply with this ESS Rate Schedule or the ESS Service Agreement.
- 1.3 In addition to the information specified in Section 31 of the General Terms and Conditions, for additional service under this rate schedule shall include the following:
 - (a) Gas Quantities: The new Maximum Storage Quantity desired by Shipper.
 - (b) Facilities: Identification and location of any facilities proposed to be constructed or installed by any party affected by the proposed additional transportation service.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 99 First Revised Sheet No. 99 : Superseded

Superseding: Sub. Original Sheet No. 99

ESS RATE SCHEDULE

Enhanced Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The storage service provided under this ESS Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This ESS Rate Schedule shall apply to all gas stored by Transporter for Shipper pursuant to an ESS Service Agreement. This ESS Rate Schedule, in conjunction with the EFT Rate Schedule, sets forth the terms and conditions of the "no-notice" transportation service required by Section 284.8(a)(4) of the Commission's Regulations.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system.
- 2.3 Service hereunder shall consist of the receipt of natural gas delivered to storage facilities utilized by Transporter pursuant to Shipper's EFT Service Agreement, the injection of gas into storage facilities utilized by Transporter, the storage and withdrawal of that gas, and the delivery of that gas, after reductions as set out in the ESS Service Agreement and Section 3 of this ESS Rate Schedule, into Transporter's transmission facilities for subsequent transportation pursuant to Shipper's EFT Service Agreement. Transporter shall not be required:
- (a) to accept any gas during periods of time not within the Injection Period, which shall commence April 1st and end November 1st,
 - (b) to accept on any day a quantity of gas in excess of the sum of the Maximum Daily Injection Quantity (MDIQ) specified in the ESS Service Agreement, or the percentage thereof as is applicable pursuant to Section 2.11 hereof, and a quantity sufficient to satisfy the retention described in Section 3.3 hereof,

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FERC Docket: RP97-201-000

First Revised Sheet No. 100 First Revised Sheet No. 100 : Superseded
Superseding: Original Sheet No. 100

ESS RATE SCHEDULE
Enhanced Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

- (c) to store a quantity of gas in excess of the Maximum Storage Quantity (MSQ), or
 - (d) to deliver any gas during periods of time not within the Withdrawal Period, which shall commence November 1st and end April 15th,
 - (e) to deliver quantities of gas in excess of the Maximum Daily Withdrawal Quantity (MDWQ) specified in the ESS Service Agreement, or the percentage thereof is applicable pursuant to Section 2.12 hereof.
- 2.4 Notwithstanding Section 13 of the General Terms and Conditions of this tariff, nominations for injections and withdrawals pursuant to an ESS Service Agreement may be revised as needed upon less than twenty-four (24) hours advance notice to Transporter.
- 2.5 Notwithstanding Section 13 of the General Terms and Conditions of this tariff, Transporter will adjust scheduled injections and withdrawals pursuant to an ESS Service Agreement as necessary to balance nominated receipts and actual deliveries under the Shipper's EFT Service Agreement, up to the MDIQ or MDWQ specified in the Shipper's ESS Service Agreement.
- 2.6 Provided Transporter determines that the receipt of gas and the injection of such gas into storage from Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall inject on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.11 hereof. Such excess quantities shall be referred to as authorized overruns.

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FERC Docket: RP97-201-000

First Revised Sheet No. 101 First Revised Sheet No. 101 : Superseded
Superseding: Original Sheet No. 101
ESS RATE SCHEDULE
Enhanced Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

- 2.7 Provided such withdrawal from storage and delivery of such gas to Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall withdraw on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.11 hereof. Such excess quantities shall be referred to as authorized overruns.
- 2.8 Subject to Section 11 of the General Terms and Conditions of this tariff, an ESS Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party as of the end of April 1st of any year, upon twelve (12) months written notice to the other.
- 2.9 A shipper receiving service under this ESS Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.10 Service under this ESS Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.
- 2.11 The MDIQ applicable to an ESS Shipper shall equal 1/170th of the MSQ; however, Transporter's obligation to accept gas for injection during the Injection Season shall be limited to eighty-five percent (85%) of the MDIQ whenever Shipper's Storage Balance is at or above eighty percent (80%) of its MSQ.
- 2.12 The MDWQ applicable to an ESS Shipper shall be set forth in the ESS Service Agreement. Transporter's obligation to withdraw gas from storage during the Withdrawal Period shall be limited as follows:

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FERC Docket: RP97-201-000

Third Revised Sheet No. 102 Third Revised Sheet No. 102 : Superseded
Superseding: Second Revised Sheet No. 102
ESS RATE SCHEDULE
Enhanced Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

When Shipper's Storage Balance is:	Transporter's Obligation to Withdraw gas is limited to:
greater than 30% of MSQ	100% of the MDWQ
greater than 20% of MSQ but less than or equal to 30% of MSQ	90% of the MDWQ
greater than 10% of MSQ but less than or equal to 20% of MSQ	80% of the MDWQ
greater than 0% of MSQ but less than or equal to 10% of MSQ	70% of the MDWQ

In addition to the limitations set forth above, on any days during the Withdrawal Period on or after March 1st on which Shipper's Storage Balance is greater than thirty percent (30%) of its MSQ, Transporter's obligation to withdraw gas shall be limited to ninety percent (90%) of the MDWQ.

- 2.13 An ESS Shipper must reduce its Storage Balance to thirty percent (30%) of its MSQ by March 31st of each Withdrawal Period. If Shipper does not reduce its Storage Balance to such level, any excess shall be considered an "Excess Storage Balance" for purposes of Section 3 hereof.

3. RATE

- 3.1 The maximum and minimum rates for service hereunder are set forth on the currently effective Sheet No. 6 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 103 Second Revised Sheet No. 103 : Superseded
Superseding: First Revised Sheet No. 103
ESS RATE SCHEDULE
Enhanced Storage Service

3. RATE (Cont'd)

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

- (a) Storage Capacity Charge. A charge per month per Dth of Maximum Storage Quantity.
- (b) Storage Demand Charge. A charge per month per Dth of Maximum Daily Withdrawal Quantity.
- (c) Injection Charge. A charge per Dth for all gas received during the billing month by Transporter for injection hereunder, net of the retention set forth in Section 3.3 hereof.
- (d) Withdrawal Charge. A charge per Dth for all gas withdrawn by Transporter during the billing month.
- (e) Excess Balance Charge. A charge per Dth for any Excess Storage Balance occurring at any time between March 15th and March 31st of any year, which shall be computed on a daily basis by multiplying the Excess Storage Balance by a rate equal to one-sixteenth (1/16) of the applicable injection charge under the ISS Rate Schedule.
- (f) An amount to reimburse Transporter for filing fees paid to the Commission associated with the additional storage service.
- (g) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

3.3 During injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received for injection by the percentage set forth on Sheet No. 6 as "surface operating allowance."

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 104 First Revised Sheet No. 104 : Superseded

Superseding: Original Sheet No. 104

ESS RATE SCHEDULE

Enhanced Storage Service

3. RATE (Cont'd)

3.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance."

3.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to store or store gas at any rates less or allowances than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the allowance specified for service under this Rate Schedule as set forth on Sheet No. 6.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge.

5. BILLING ADJUSTMENTS

If during the Injection Period Transporter is unable to inject into storage quantities of gas nominated during such period by Shipper for injection and made available to Transporter, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner:

If, at the end of the Injection Period, Shipper's Storage Gas Balance is less than Shipper's Maximum Storage Quantity due solely to Transporter's inability to inject gas within the limitations set forth in this Rate Schedule, then the Storage Capacity Charge applicable for the ensuing Withdrawal Period and Injection Period shall be that part of the total Storage Capacity Charge herein provided which Shipper's Storage Balance as of such date bears to Shipper's Storage Capacity.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Third Revised Sheet No. 105 Third Revised Sheet No. 105 : Superseded
Superseding: Second Revised Sheet No. 105
ESS RATE SCHEDULE
Enhanced Storage Service

6. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service under the FSS, SS-1, SS-2, ESS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 6, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

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FERC Docket: RP97-201-000

Second Revised Sheet No. 106 Second Revised Sheet No. 106 : Superseded
Superseding: First Revised Sheet No. 106
ESS RATE SCHEDULE
Enhanced Storage Service

7. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this rate schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Transporter will take title to all such gas not withdrawn without recourse on the thirty-first day after the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative Balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price, as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative imbalance.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter shall apply to and are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Third Revised Sheet No. 107 Third Revised Sheet No. 107 : Superseded
Superseding: Sheet Nos. 107 through 110

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Second Revised Sheet No. 107
First Revised Sheet No. 108
Sub. Original Sheet No. 109
2nd Sub. Original Sheet No. 110

Effective Date: 12/01/1995 Status: Effective
 FERC Docket: RP96- 29-000

First Revised Sheet No. 108 First Revised Sheet No. 108 : Superseded
 Superseding: Sub.Origina Sheet No. 108
 ESS RATE SCHEDULE
 Enhanced Storage Service

7. STORAGE FIELD LOSSES (Cont'd.)

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of this Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

8. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this rate schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Transporter will take title to all such gas not withdrawn without recourse on the thirty-first day after the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative Balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price, as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative imbalance.

9. SHIPPER'S MAXIMUM STORAGE QUANTITIES, AND MAXIMUM DAILY INJECTION AND WITHDRAWAL QUANTITIES

SHIPPER	ESS MSQ (Dth)	ESS MDIQ (Dth per Day)	ESS MDWQ (Dth Per Day)
National Fuel Gas Distribution Corporation-NY & PA	23,882,071	140,483	511,633
Town of Rushford	0	0	0
North East Heat & Light Company	22,648	133	500
Peoples Natural Gas Company	748,611	4,404	9,793
Clarion River Gas Company	0	0	0

Effective Date: 08/01/1993 Status: Effective
 FERC Docket: RS92- 21-004

Sub. Original Sheet No. 109 Sub. Original Sheet No. 109 : Superseded

ESS RATE SCHEDULE
 Enhanced Storage Service

9. SHIPPER'S MAXIMUM STORAGE QUANTITIES, AND MAXIMUM DAILY INJECTION AND WITHDRAWAL QUANTITIES (Cont'd.)

SHIPPER	ESS MSQ (Dth)	ESS MDIQ (Dth per Day)	ESS MDWQ (Dth Per Day)
Eastern Natural Gas	198,194	1,165	4,376
Brooklyn Union Gas Company	0	0	0
Consolidated Edison Co. N.Y.	0	0	0
Elizabethtown			
CDS-4	0	0	0
CDS-7	0	0	0
New Jersey Natural Gas Company	107,814	634	714
Public Service Gas & Electric	0	0	0
Providence Gas Company	97,395	573	645
North Attleboro Gas Company	1,812	11	12

10. CONVERSION

On August 1, 1993, Seller will transfer title to all top gas (less 7.2 MMDth) in storage to which Seller has title attributable to RQ and CD service to all RQ and CD Buyers. All top gas (less 7.2 MMDth) in storage will be allocated on a pro rata basis to the RQ and CD Buyers. Such proration shall be determined among Buyers by determining the relative ratio of the Buyer's Minimum Monthly Winter Requirement Quantities (for RQ buyers) or Winter Requirement Quantities (for CD Buyers) under these former rate schedules to the sum of all such Minimum Monthly Winter Requirement Quantities and Winter Requirement Quantities; provided, however, in no event shall a Buyer be allocated purchase quantities in excess of the Buyer's MSQ as an ESS shipper. As compensation for the gas transferred, Buyers will pay to Seller an amount reflecting Seller's cost of such gas. Buyers may elect to reimburse Seller for such purchase quantities in a lump sum payment or in six equal monthly payments, plus

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FERC Docket: RP97-201-000

First Revised Sheet No. 117 First Revised Sheet No. 117 : Superseded
Superseding: Sub. Original Sheet No. 117
ISS RATE SCHEDULE
Interruptible Storage Service

1. AVAILABILITY

1.1 This rate schedule is available for interruptible storage service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that: (i) capacity is available in storage fields utilized by Transporter from time to time; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for interruptible storage service under this ISS Rate Schedule in the form contained in this Tariff and has entered into a service agreement under Transporter's IT Rate Schedule providing for the receipt and delivery of gas attributable to service hereunder; and (iii) said service complies with the terms and conditions of this ISS Rate Schedule.

1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:

Gas Quantities: The Maximum Daily Injection and Withdrawal Quantities applicable to each receipt and delivery Point and the Maximum Storage Quantity (MSQ) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The storage service provided under this ISS Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This ISS Rate Schedule shall apply to all gas stored by Transporter for Shipper pursuant to an ISS Service Agreement.

2.2 (a) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending or discontinuing both the receipt and delivery of gas.

(b) Service hereunder may be interrupted whenever necessary to effect injections or withdrawals for firm storage customers.

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FERC Docket: RP97-201-000

First Revised Sheet No. 118 First Revised Sheet No. 118 : Superseded
Superseding: Original Sheet No. 118
ISS RATE SCHEDULE
Interruptible Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

- 2.3 Service hereunder shall consist of the receipt of natural gas delivered to storage facilities utilized by Transporter pursuant to Shipper's IT Service Agreement; the injection of such gas into such storage facilities, the storage and withdrawal of that gas, and the delivery of that gas, after reductions as set forth in the ISS Service Agreement and Section 3 of this ISS Rate Schedule, into Transporter's transmission facilities for subsequent transportation pursuant to Shipper's IT Service Agreement.
- 2.4 The ISS Service Agreement shall specify the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Storage Quantity, Injection Period, Withdrawal Period, and Storage Period applicable to Shipper.
- 2.5 To the extent storage capacity which is being utilized by a Shipper hereunder is needed by Transporter in order to satisfy or to accommodate Transporter's obligations to firm transportation or storage customers, Transporter shall require Shipper to withdraw all, or any portion, of the gas quantities held in storage by Transporter within thirty (30) days of Transporter's notice to Shipper. If Shipper fails to arrange for the withdrawal from storage of the quantities specified by Transporter in its notice, despite the availability of capacity for the withdrawal of Shipper's gas under its ISS Service Agreement and the transportation of Shipper's gas under its IT Service Agreement, Transporter shall take title to Shipper's ISS Storage Balance that Shipper was instructed to withdraw, free and clear of any adverse claims. Transporter's notice to Shipper may be verbal and in such case shall be followed by a written confirmation.
- 2.6 An ISS Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party as of the end of a Storage Period, as set forth in the ISS Service Agreement, upon six (6) months written notice to the other.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 119 Second Revised Sheet No. 119 : Superseded
Superseding: First Revised Sheet No. 119
ISS RATE SCHEDULE
Interruptible Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd.)

2.7 A shipper receiving service under this ISS Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.

2.8 Service under this ISS Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.

3. RATE

3.1 The maximum and minimum rates for service hereunder are set forth on the currently effective Sheet No. 6 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

- (a) Injection Charge. A charge per Dth for all gas received by Transporter for injection hereunder, net of quantities retained pursuant to Section 3.3 hereof during the billing month.
- (b) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (c) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

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First Revised Sheet No. 120 First Revised Sheet No. 120 : Superseded
Superseding: Sub. Original Sheet No. 120
ISS RATE SCHEDULE
Interruptible Storage Service

3. RATE (Cont'd)

- 3.3 During receipt and injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received by Transporter for injection under this ISS Rate Schedule by the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 3.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 3.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the allowance specified for service under this Rate Schedule as set forth on Sheet No. 6.

4. MINIMUM MONTHLY BILL

None.

5. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service under FSS, SS-1, SS-2, ESS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting

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First Revised Sheet No. 121 First Revised Sheet No. 121 : Superseded
Superseding: Sub. Original Sheet No. 121
ISS RATE SCHEDULE
Interruptible Storage Service

5. STORAGE FIELD LOSSES (Cont'd)

from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 5, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

6. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this rate schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Transporter will take title to all such gas not withdrawn without recourse on the thirty-first day after the termination of the storage

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 122 First Revised Sheet No. 122 : Superseded

Superseding: Original Sheet No. 122

ISS RATE SCHEDULE

Interruptible Storage Service

6. WITHDRAWALS UPON TERMINATION OF SERVICE (Cont'd)

service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative Balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative balance.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 123 First Revised Sheet No. 123 : Superseded
Superseding: Sheet Nos. 123 through 127

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Original Sheet No. 123
First Revised Sheet No. 124
First Revised Sheet No. 125
First Revised Sheet No. 126
Original Sheet No. 127

Effective Date: 12/01/1995 Status: Effective

FERC Docket: RP96- 29-000

First Revised Sheet No. 124 First Revised Sheet No. 124 : Superseded
Superseding: Original Sheet No. 124

ISS RATE SCHEDULE
Interruptible Storage Service

4. QUALIFICATION FOR SERVICE (Cont'd.)

such list unless Shipper notifies Transporter, within thirty (30) days of Transporter's notification of rejection, that its request should remain so entered.

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter provided that Shipper notifies Transporter in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

- (b) An ISS Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the ISS Service Agreement is not executed by Shipper and returned within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.

Effective Date: 09/01/1996 Status: Effective
FERC Docket: RP96-331-002

First Revised Sheet No. 125 First Revised Sheet No. 125 : Superseded
Superseding: Original Sheet No. 125
ISS RATE SCHEDULE
Interruptible Storage Service

5. RATE

- 5.1 The maximum and minimum rates for service hereunder are set forth on the currently effective Sheet No. 6 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff.
- 5.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Injection Charge. A charge per Dth for all gas received by Transporter for injection hereunder, net of quantities retained pursuant to Section 5.3 hereof during the billing month.
 - (b) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
 - (c) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 5.3 During receipt and injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received by Transporter for injection under this ISS Rate Schedule by the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 5.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance."
- 5.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the allowance specified for service under this Rate Schedule as set forth on Sheet No. 6.

Effective Date: 07/01/1994 Status: Effective
FERC Docket: CP92-508-001

First Revised Sheet No. 126 First Revised Sheet No. 126 : Superseded
Superseding: Original Sheet No. 126

ISS RATE SCHEDULE
Interruptible Storage Service

6. MINIMUM MONTHLY BILL

None.

7. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service under the FSS, SS-1, SS-2, ESS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 7, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of this Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 127 Original Sheet No. 127 : Superseded

ISS RATE SCHEDULE
Interruptible Storage Service

8. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this rate schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Transporter will take title to all such gas not withdrawn without recourse on the thirty-first day after the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative Balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative balance.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Effective Date: 08/24/1994 Status: Effective

FERC Docket: RP94- 80-005

Sub. Original Sheet No. 131-R.10 Sub. Original Sheet No. 131-R.10 : Superseded

IR-2 RATE SCHEDULE
Hub Service - Imbalance Resolution Schedule

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this IR-2 Rate Schedule.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 131A First Revised Sheet No. 131A : Superseded
Superseding: Original Sheet No. 131A
W-1 RATE SCHEDULE
Hub Service - Wheeling Schedule

1. AVAILABILITY

1.1 This W-1 rate schedule is available for wheeling service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") in the geographic area encompassing Transporter's Facilities among the points identified in Section 1.17 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as "Hub Points", on behalf of any person (hereinafter called "Shipper") provided that Shipper meets the eligibility requirements hereof. Transporter will offer wheeling service to any prospective Shipper on a non-discriminatory basis.

1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:

Gas Quantities: The Maximum Daily W-1 Quantity (MDTQ) applicable to each Receipt Point(s) and Delivery Point(s) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The wheeling service provided under this W-1 Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This W-1 Rate Schedule shall apply to all gas wheeled by Transporter for Shipper pursuant to a W-1 Service Agreement.

2.2 (a) Service hereunder shall be provided on an interruptible basis only. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas.

(b) Service hereunder may be interrupted whenever necessary to provide firm transportation, firm storage, and any other interruptible services that are non-Hub services. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: RP96- 29-000

First Revised Sheet No. 131Aa First Revised Sheet No. 131Aa : Superseded
Superseding: Original Sheet No. 131AA

P-1 RATE SCHEDULE
Hub Service - Parking Schedule (continued)

5. REQUESTS FOR SERVICE (continued)

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter, provided that Shipper notifies Transporter, in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

5.5 A P-1 Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the P-1 Service Agreement is not executed and returned by Shipper within thirty days after Transporter tendered the agreement, Transporter shall consider the request for service invalid.

6. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's base gas. For purposes of this Section 6, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or line of pipe, line freeze-ups, or similar causes.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 131B First Revised Sheet No. 131B : Superseded
Superseding: Original Sheet No. 131B
W-1 RATE SCHEDULE
Hub Service - Wheeling Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

- (c) Transporter will treat Shippers under this Rate Schedule as not similarly situated to non-Hub Shippers.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for wheeling at the receipt point(s) specified in nomination(s) under the W-1 Service Agreement, and the delivery of that natural gas (after reductions as set out in the W-1 Service Agreement and Section 3 of this W-1 Rate Schedule) by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in such nomination(s).
- 2.4 A W-1 Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.
- 2.5 A Shipper receiving service under this W-1 Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.
- 2.6 Service under this W-1 Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Transporter.

3. RATES

- 3.1 The maximum and minimum rates per dth delivered to Shipper for wheeling are set forth on the currently effective Sheet No. 5 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff. The current Posted Rate (ranging between the maximum and minimum rates) will be posted on Transporter's Electronic Bulletin Board ("EBB") which is subject to periodic changes. Shipper shall pay

P-1 RATE SCHEDULE
Hub Service - Parking Schedule (continued)

6. STORAGE FIELD LOSSES (continued)

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of this Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred by unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

7. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this Rate Schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative balance.

8. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

9. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for Parking scheduled is less than that required to operate existing measurement facilities at such point.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131C First Revised Sheet No. 131C : Superseded

Superseding: Original Sheet No. 131C

W-1 RATE SCHEDULE

Hub Service - Wheeling Schedule

3. RATES (Cont'd)

the current Posted Rate on the date the Shipper's Hub Nomination Form is received, as verified by telephone approval, and Shipper's W-1 service agreement will be deemed to be so amended.

- 3.2 If during the term of a W-1 Nomination, Transporter posts a lower Posted Rate on the EBB, Shipper's Wheeling Service Agreement will be deemed amended to reduce the rate to the current Posted Rate for the term of the Nomination; provided, however, if the current Posted Rate is subsequently increased during the term of that Nomination, the W-1 service agreement will be deemed amended to reflect the increased rate but no more than the then-current Posted Rate at the commencement of such Nomination.
- 3.3 Notwithstanding Paragraphs 3.1 and 3.2, on any day that a Shipper both tenders and receives gas at the corresponding Hub Points, to the extent that the quantity tendered and received are equal, the entire charge shall be a commodity only charge at the current Posted Rate Schedule W-1 Fly-By Rate per dth as posted on the EBB (ranging between the maximum and minimum of such rate set forth on the currently effective Sheet No. 5A of this tariff) times the quantity of gas tendered. In addition, to the extent that the quantities of gas tendered and received are not equal, the current Posted Rate Schedule W-1 Fly-By rate shall apply to the net difference. If Shipper informs Transporter that Shipper is transferring title to the gas to another party at the Hub Point at which Transporter is to deliver the gas to Shipper, Transporter shall deliver that gas at that Hub Point for the account of Shipper's transferee.
- 3.4 Transporter will retain the percent of receipts set forth on Sheet No. 5A as "fuel, loss and company-use allowance," except that this percentage may be discounted as provided in Subsection 3.5, hereof.
- 3.5 Transporter is not obligated to offer to wheel or to wheel gas at any rates or allowances less than the maximum rates and allowances specified for this Rate Schedule on Sheet No. 5A; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates or retaining less than the maximum allowance for this service under this Rate Schedule.

Effective Date: 01/12/1994 Status: Effective

FERC Docket: RP94- 80-000

Original Sheet No. 131Cc Original Sheet No. 131Cc : Superseded

P-1 RATE SCHEDULE
Hub Service - Parking Schedule (continued)

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tar-iff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this P-1 Rate Schedule.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Fourth Revised Sheet No. 131D Fourth Revised Sheet No. 131D : Superseded
Superseding: Third Revised Sheet No. 131D
W-1 RATE SCHEDULE
Hub Service - Wheeling Schedule

4. AUTHORIZED OVERRUN

- 4.1 Upon request of Shipper, Transporter may (but is not obligated to) wheel on any day, quantities of natural gas in excess of Shipper's MDTQ for wheeling under the W-1 Service Agreement when, in Transporter's judgement, the delivery capacity of its system will permit such wheeling obligations.
- 4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Wheeling set forth on Sheet No. 5A of this Tariff. Charges under Section 14.2 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Wheeling Service.

5. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

6. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for Wheeling scheduled is less than that required to operate existing measurement facilities at such point.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this W-1 Rate Schedule.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 131Dd First Revised Sheet No. 131Dd : Superseded
Superseding: Original Sheet No. 131DD
RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of underground gas storage service from National Fuel Gas Supply Corporation (hereinafter called "Transporter") by any purchaser (hereinafter called "Buyer") when the Buyer;

- (a) has executed a service agreement, which is accepted by Transporter, for the purchase of service under this rate schedule,
- (b) has entered into such transportation and/or exchange agreement with other parties as may be necessary to accomplish delivery and receipt of gas, and
- (c) has provided base gas to Transporter upon such terms and in such quantities as Transporter may determine to be necessary for development of storage facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule provides a firm storage service available to each customer during the contract year which consists of an annual period commencing April 1 and ending the following March 31.

- 2.1 Subject to Subparagraph 2.4 below, Buyer has the right to have Quantities of Gas in storage up to a maximum quantity specified in the Underground Storage Service Agreement as the "Annual Storage Quantity".
- 2.2 Subject to Subparagraph 2.4 below, Buyer has the right to make gas available for injection and Transporter will inject such gas into storage from April 1 through October 31 of each contract year (hereinafter the "Injection Season") at a daily rate not to exceed the Maximum Daily Injection Quantity as set forth in the applicable Underground Storage Service Agreement (hereinafter the "Maximum Daily Injection Quantity"). During the Injection Season, as far in advance as possible and no later than the beginning of the next preceding day, each Buyer shall notify Transporter of the Quantity of Gas, net of the Injection Allowance (as defined in Subparagraph 2.4 below), which it desires to inject in excess of its Maximum Daily Injection Quantity pursuant to Paragraph 7 below. Upon request, Transporter may waive any part of such advance notice requirement, if, in its judgment, operating conditions permit.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Third Revised Sheet No. 131E Third Revised Sheet No. 131E : Superseded
Superseding: Sheet Nos. 131E through 131I

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Second Revised Sheet No. 131E
Original Sheet Nos. 131F through 131I

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 131Ee First Revised Sheet No. 131Ee : Superseded
Superseding: Original Sheet No. 131EE

RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

- 2.3 Subject to Subparagraph 2.4 below, Buyer will have the right to receive and Transporter will deliver commencing November 1 and terminating March 31 in each contract year (hereinafter the "Withdrawal Season") that Quantity of Gas which Buyer has in storage on October 31 in such contract year (augmented by any quantity of Buyer's gas injected during such Withdrawal Season) at a daily rate not exceeding the Maximum Daily Withdrawal Quantity set forth in the applicable Underground Storage Service Agreement (hereinafter the "Maximum Daily Withdrawal Quantity "). During the Withdrawal Season, as far in advance as possible and no later than the beginning of the next preceding day, each Buyer shall notify Transporter of the Quantity of Gas which it desires to withdraw on each day pursuant to this Subparagraph 2.3. Such notice may be given by telephone and shall also specify any Quantity of Gas which Buyer desires to have withdrawn and delivered in excess of its Maximum Daily Withdrawal Quantity pursuant to Paragraph 8 below. Upon request, Transporter may waive any part of such advance notice requirement, if, in its judgment, operating conditions permit.
- 2.4 During injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received for injection by the percentage set forth on Sheet No. 6-A as "surface operating allowance" ("Injection Allowance"). During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6-A as "surface operating allowance" ("Withdrawal Allowance"). On any given day during the Injection Season, Buyer shall be permitted to deliver Quantities of Gas to Transporter for injection necessary to satisfy the Injection Allowance and Withdrawal Allowance, occurring during the Injection Season as reported by Transporter. Such additional Quantities of Gas will not reduce Buyer's Maximum Daily Injection Quantity and will not be considered in determining the Quantities of Gas subject to the Excess Service Charge, but shall be subject to a Surface Operating Allowance Charge.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

First Revised Sheet No. 131Ff First Revised Sheet No. 131Ff : Superseded
Superseding: Original Sheet No. 131FF
RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

Consequently, Buyer will begin each Withdrawal Season with those Quantities of Gas injected into storage during the immediately preceding Injection Season, less such Quantities of Gas equal to, unless tendered during the Injection Season: (a) the allowances applicable to such Quantities of Gas; and (b) any of Buyer's Quantities of Gas withdrawn for delivery to Buyer during the Injection Season, plus carryover Quantities of Gas as described in Paragraph 6 of this rate schedule.

- 2.5 Subject to (a) the limitation that Buyer may have in storage at any one time no more than its Annual Storage Quantity, (b) the limitation that Transporter will not be obligated to deliver more than the Quantity of Buyer's Gas in its possession as reduced by the Injection Allowance and the Withdrawal Allowance, if applicable, and (c) such provisions for transportation as may be made by Buyer for delivery to Transporter and for redelivery to or for the account of Buyer, Buyer may request Transporter to accept for injection gas offered by Buyer and to redeliver gas to or for the account of Buyer Quantities of Gas up to five percent in excess of the respective Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity. Upon receiving such request, Transporter shall determine and act upon such request in accordance with Paragraphs 7 and 8 of this rate schedule. In order to facilitate carrying out the procedures set forth in Paragraphs 7 and 8 of this rate schedule, in each contract year Buyer will provide Transporter on the first day of the month immediately preceding the respective Injection Season and Withdrawal Season a schedule showing its best estimate of requested injection volumes and withdrawal volumes during such respective seasons.
- 2.6 Subject to (a) the limitation that Buyer may have in storage at any one time no more than its Annual Storage Quantity, (b) the limitation that Transporter will not be obligated to deliver more than the Quantity of Gas that Buyer has in its possession as reduced except for service provided pursuant to paragraph A(2) and B(2) below, by the Withdrawal Allowance, (c) the limitation that Buyer will not exceed its Maximum Daily Injection Quantity or its Maximum Daily Withdrawal Quantity (except as provided in paragraph 2.5), (d) such provisions for transportation as may be made by Buyer for delivery to Transporter and for redelivery to or for the account of Buyer, and (e) Buyer providing Transporter with a minimum of twenty-four hours prior notice, Transporter shall:

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 131Gg Second Revised Sheet No. 131Gg : Superseded
Superseding: First Revised Sheet No. 131GG
RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

- A. accept for injection gas offered by Buyer during the Withdrawal Season provided: (1) the pressure of the gas being tendered by the transporting pipeline is sufficient to permit Transporter to physically accept the gas from the transporting pipeline at Transporter's Line EC-1, or (2) there are corresponding quantities being delivered by Transporter on behalf of other customers to the same transporting pipeline at Transporter's Line EC-1 from which the quantities tendered for injection would be received so as to permit a back off, or (3) the Buyer tendering gas for injection is concurrently requesting to withdraw gas at quantities equal to or greater than the injection quantities.
- B. provide withdrawal gas requested by Buyer during the Injection Season provided: (1) the pressure in the Transporter's facilities is sufficient to permit delivery of gas to the respective transporting pipeline's facilities at Transporter's Line EC-1, or (2) there are corresponding quantities being received for injection by Transporter from the same transporting pipeline on behalf of other customers of Transporter from Transporter's Line EC-1, or (3) the Buyer requesting to withdraw gas is concurrently delivering quantities of gas for injection greater than or equal to the quantities being withdrawn.

3. RATES

- 3.1 For all services rendered to Buyer under this Rate Schedule, Buyer shall pay Transporter each month an amount of money calculated as the sum of the following charges. The currently-effective rates per Dth for each charge are set forth in that portion of the currently effective Sheet No. 6A of this Tariff which relates to the Rate Schedule and which are incorporated herein.

Deliverability Charge: The Deliverability Rate times the Buyer's Annual Storage Quantity divided by 110.

Capacity Charge: The Capacity Rate times the Buyer's Annual Storage Quantity.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Second Revised Sheet No. 131Hh Second Revised Sheet No. 131Hh : Superseded
Superseding: First Revised Sheet No. 131HH
RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

3. RATES (cont'd)

Injection/Withdrawal Charge: The Injection/Withdrawal Rate times the Quantities of Gas Injected or Withdrawn for the Buyer.

Excess Service Charge: The Excess Service Rate times the Quantities of Gas provided pursuant to Paragraph 2.5 of this Rate Schedule.

Surface Operating Allowance Charge: The Injection or Withdrawal Charge times the Quantities of Gas delivered for the express purpose of satisfying the Injection or Withdrawal Allowance.

- 3.2 Notwithstanding Paragraph 3.1, (a) on any day that a Buyer both tenders gas for injection and requests withdrawals of gas from storage pursuant to Paragraphs 2.6 A(2) or B(2) of this rate schedule at the same receipt/delivery point, to the extent that the quantities tendered for injection and the quantities requested to be withdrawn are equal, the Injection/Withdrawal charge shall be \$0.0100/Dth times the Quantities of Gas tendered for injection, plus \$0.0100/Dth times the Quantities of Gas requested for withdrawal. To the extent that the quantities tendered for injection and requested for withdrawal are not equal, the Injection/Withdrawal Charge, or Excess Service Charge, if applicable, reflected in Paragraph 3.1 shall apply to the net difference.

4. MINIMUM BILL

The Minimum monthly bill (hereinafter "Minimum Bill") shall be the sum of the Deliverability and Capacity charges as stated in Paragraph 3.1.

5. CREDIT FOR DEFAULT QUANTITIES

Buyer shall receive credit against payments due to Transporter for that portion of Buyer's payments made in the immediately preceding contract year measured as followed:

$$\text{Credit} = \frac{\text{Buyer's Payments}}{\text{Buyer's Annual Storage Quantity}} \times \text{Default Quantities}$$

"Credit" represents the amount of credit to be applied against Buyer's payments due to Transporter;

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First Revised Sheet No. 131II First Revised Sheet No. 131II : Superseded
Superseding: Original Sheet No. 131III

RATE SCHEDULE SS-1

110-DAY UNDERGROUND STORAGE SERVICE

5. CREDIT FOR DEFAULT QUANTITIES (Cont'd)

"Buyer's Payments" represents the sum of Buyer's payments to Transporter in the immediately preceding contract year;

"Default Quantities" represents the sum of Quantities of Gas on each day of the Injection Season and of the Withdrawal Season in such contract year;

- (a) which were tendered by Buyer and duly requested by Buyer to be injected or which were in storage and duly requested to be withdrawn and delivered,
- (b) which Transporter was obligated to accept for injection or to withdraw and deliver under Buyer's effective Underground Storage Service Agreement, and
- (c) which Transporter, by reason of its sole negligence or willful breach of the terms of service hereunder, failed to accept for injection or withdraw and deliver prior to the end of such Injection Season or Withdrawal Season; and

"Buyers Annual Storage Quantity" represents the Annual Storage Quantity applicable according to Buyer's Underground Storage Service Agreement as in effect during the applicable contract year; provided that such credit shall be contingent upon Buyer having used its best efforts to, as the case may be,

- (a) make available for injection, during the remaining portion of such Injection Season, Quantities of Gas equivalent to the Default Quantities occurring during such Injection Season, or
- (b) accept Quantities of Gas withdrawn from storage, during the remaining portion of such Withdrawal Season, equivalent to the Default Quantities occurring during such Withdrawal Season.

Any credit due at the end of the last contract year in which Buyer's Underground Storage Service Agreement is in effect shall be paid in cash by Transporter to Buyer. The provisions of this Paragraph 5 shall not in any way affect rights which Buyer has under Paragraph 2 of this rate schedule.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131J First Revised Sheet No. 131J : Superseded
Superseding: Original Sheet No. 131J
IR-1 RATE SCHEDULE
Hub Service - Imbalance Resolution Schedule

1. AVAILABILITY

1.1 This IR-1 Rate Schedule is available for imbalance resolution service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") in the geographic area encompassing Transporter's facilities at the points identified in Section 1.17 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as "Hub Points", on behalf of any person (hereinafter called "Shipper") provided that Shipper meets the eligibility requirements hereof. Transporter will offer imbalance resolution service to any prospective Shipper on a non-discriminatory basis.

1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:

(a) Gas Quantities: The Maximum Advanced Quantity (MAQ) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The Imbalance Resolution service provided under this IR-1 Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This IR-1 Rate Schedule shall apply to all imbalance resolutions by Transporter for Shipper pursuant to an IR-1 Service Agreement.

2.2 (a) Service hereunder shall be provided on an interruptible basis only. IR-1 Service shall be subordinate to any and all firm and interruptible services that are non-Hub services as supplied by Transporter including the management of Transporter's system and the use of storage to support its firm transportation services.

(b) Transporter will authorize IR-1 service for any Shipper only if, within Transporter's best operating judgement and discretion, such service is not otherwise expected to prevent

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First Revised Sheet No. 131Jj First Revised Sheet No. 131Jj : Superseded
Superseding: Original Sheet No. 131JJ
RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

6. CARRYOVER PROVISIONS

For purposes of determining the Quantity of Gas of Buyer in storage as of April 1 of each year until the April 1 immediately following expiration of Buyer's Underground Storage Service Agreement,

- (a) the Quantity of Gas shall be (i) the Quantity of Gas of Buyer in storage as of the preceding April 1, plus (ii) the Quantity of Gas received for injection (net of the Injection Allowance) during the intervening contract year less (iii) the Quantity of Gas withdrawn and delivered (including the Withdrawal Allowance) during the intervening contract year.

In the event that immediately following the last contract year in which the service agreement is in effect there remains in storage any Quantity of Gas of Buyer of which Buyer, for reasons other than Transporter's sole negligence or willful breach of the terms of service hereunder, has not taken delivery, Buyer shall pay to Transporter for each month or portion thereof during which any of Buyer's gas remains in storage an amount equal to the amount payable in the final month of such last contract year, and Buyer shall have the right to take delivery of such remaining Quantity at the Maximum Daily Withdrawal Quantity.

7. EXCESS INJECTIONS AND APPORTIONMENT OF REQUESTED QUANTITIES

On any day for which Buyer, through the injection notice required by Subparagraph 2.2, requests Transporter to receive for injection Quantities of Gas in excess of said Buyer's Maximum Daily Injection Quantity, together with the applicable Injection Allowance, Transporter shall determine what, if any, portion of the excess Quantity of Gas it will receive, subject always to Transporter's firm obligation to receive gas scheduled for injection by other Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 up to their Maximum Daily Injection Quantities. Transporter may, in making such determination, take into account the fact that one or more other such Buyers have scheduled Quantities of Gas for injection which are less than their Maximum Daily Injection Quantities, but Transporter shall not be obligated to receive such excess Quantities of Gas except to the extent that Transporter may, in its sole judgment, determine that it is expedient for it to do so. Having made such determination, Transporter will receive excess

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Second Revised Sheet No. 131K Second Revised Sheet No. 131K : Superseded
Superseding: First Revised Sheet No. 131K
IR-1 RATE SCHEDULE
Hub Service - Imbalance Resolution Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

Transporter from meeting all of its firm and interruptible service obligations as an interstate pipeline, including Transporter's system management needs. In the event that service has already commenced and Transporter learns that the continued furnishing of service may prevent Transporter from meeting all of its firm and interruptible service obligations as an interstate pipeline, then Transporter may, at its sole discretion and upon giving appropriate notice to Shipper(s), interrupt the continuation of any or all of the services hereunder.

- (c) Transporter will treat Shippers under this Rate Schedule as not similarly situated to non-Hub Shippers.
- 2.3 Service hereunder shall consist of the advance of gas by Transporter, up to the Maximum Advance Quantity (MAQ) specified in the IR-1 Service Agreement, at one of the Hub Point(s), and the acceptance at the same or any other Hub Point(s) of the quantity advanced by Transporter hereunder.
- 2.4 Shipper shall be required to return the quantity of gas advanced by Transporter.
- 2.5 Shipper may nominate for the return of advanced gas at any time, subject to Section 13 of the General Terms and Conditions of this Tariff, and Transporter shall accept such gas to the extent it has capacity to do so. The voluntary return of advanced gas hereunder shall have a priority of service equal to service under the IT Rate Schedule.
- 2.6 Shipper must return the quantities of gas specified in Section 2.3 hereof within forty eight (48) hours of receipt of notification from Transporter.

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First Revised Sheet No. 131Kk First Revised Sheet No. 131Kk : Superseded
Superseding: Original Sheet No. 131KK
RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

7. EXCESS INJECTIONS AND APPORTIONMENT OF REQUESTED QUANTITIES (Cont'd)

Quantities of gas to the extent consistent with such determination. Where two or more such buyers request the injection of excess Quantities of Gas on any day and Transporter so determines that it will inject a portion but not the totality of all such requested Quantities of Gas, it shall apportion the excess Quantity of Gas to be injected on such day among the requesting Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 in the relation of their respective Maximum Daily Injection Quantities and shall receive excess gas accordingly.

8. EXCESS WITHDRAWALS AND APPORTIONMENT OF REQUESTED QUANTITIES

On any day for which Buyer, through the withdrawal notice required by Subparagraph 2.3, requests Transporter to withdraw and deliver to or for the account of said Buyer Quantities of Gas in excess of its Maximum Daily Withdrawal Quantity, net of the applicable Withdrawal Allowance, Transporter shall determine what, if any, portion of the excess Quantity of Gas it will withdraw and deliver, subject always to Transporter's firm obligation to withdraw and deliver gas scheduled for withdrawal by other Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 up to their Maximum Daily Withdrawal Quantities. Transporter may, in making such determination take into account the fact that one or more other such Buyers have scheduled Quantities of Gas for withdrawal and delivery which are less than the Maximum Daily Withdrawal Quantities, but Transporter shall not be obligated to withdraw and deliver such excess Quantities of Gas except to the extent that Transporter may, in its sole judgment, determine that it is expedient for it to do so. Having made such determination, Transporter will withdraw and deliver excess gas to the extent consistent with such determination. Where two or more such Buyers request the withdrawal and delivery of excess Quantities of Gas on any day and Transporter so determines that it will withdraw and deliver a portion but not the totality of all such requested Quantities of Gas, it shall apportion the excess Quantity of Gas to be withdrawn and delivered on such day among the requesting Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 in the relation of their respective Maximum Daily Withdrawal Quantities and shall withdraw and deliver excess gas accordingly.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131L First Revised Sheet No. 131L : Superseded

Superseding: Original Sheet No. 131L

IR-1 RATE SCHEDULE

Hub Service - Imbalance Resolution Schedule

3. RATE

- 3.1 The maximum and minimum rates per Dth delivered to Shipper for Imbalance Resolution Service under are set forth on the currently effective Sheet No. 5A of this tariff. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff. These rates include a First Day charge for the quantities of gas for the day of advance and a charge for each subsequent day until the return of the gas on a first-out first-in basis. The current Posted Rate (ranging between the maximum and minimum rates) will be posted on Transporter's Electronic Bulletin Board, which is subject to periodic changes. Shipper shall pay the current Posted Rate on the date the Shipper's Hub Nomination Form is received, as verified by telephone approval, and Shipper's IR-1 service agreement will be deemed to be so amended.
- 3.2 If during the term of a IR-1 Service Agreement, Transporter posts a lower Posted Rate on the Electronic Bulletin Board, Shipper's IR-1 service agreement will be deemed amended to reduce the rate to the current Posted Rate for the term of the Nomination; provided however, if the current Posted Rate is subsequently increased during the term of that Nomination, the IR-1 service agreement will be deemed amended to reflect the increased rate but no more than the then-current Posted Rate at the commencement of such Nomination.
- 3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5A as "fuel, loss and company-use allowance," except that this percentage may be discounted as provided in Subsection 3.4 hereof.
- 3.4 Transporter is not obligated to offer to resolve imbalances or to resolve imbalances at any rates or allowances less than the maximum rates and allowances specified for this Rate Schedule on Sheet No. 5A; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates (the current Posted Rate), or retaining less than the maximum allowance for this service under this Rate Schedule.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131Ll First Revised Sheet No. 131Ll : Superseded
Superseding: Original Sheet No. 131LL
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of underground gas storage service from National Fuel Gas Supply Corporation (hereinafter called "Transporter") by any purchaser (hereinafter called "Buyer") when the Buyer;

- (a) has executed a service agreement, which is accepted by Transporter, for the purchase of service under this rate schedule,
- (b) has entered into such transportation and/or exchange agreement with other parties as may be necessary to accomplish delivery and receipt of gas, and
- (c) has provided base gas to Transporter upon such terms and in such quantities as Transporter may determine to be necessary for development of storage facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule provides a firm storage service available to each customer during the contract year which consists of an annual period commencing April 1 and ending the following March 31.

- 2.1 Subject to Subparagraph 2.4 below, Buyer has the right to have Quantities of Gas in storage up to a maximum quantity specified in the Underground Storage Service Agreement as the "Annual Storage Quantity".
- 2.2 Subject to Subparagraph 2.4 below, Buyer has the right to make gas available for injection and Transporter will inject such gas into storage from April 1 through October 31 of each contract year (hereinafter the "Injection Season") at a daily rate not to exceed the Maximum Daily Injection Quantity as set forth in the applicable Underground Storage Service Agreement (hereinafter the "Maximum Daily Injection Quantity"). During the Injection Season, as far in advance as possible and no later than the beginning of the next preceding day, each Buyer shall notify Transporter of the Quantity of Gas, net of the Injection Allowance (as defined in Subparagraph 2.4 below), which it desires to inject in excess of its Maximum Daily Injection Quantity pursuant to Paragraph 7 below. Upon request, Transporter may waive any part of such advance notice requirement, if, in its judgment, operating conditions permit.

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Fourth Revised Sheet No. 131M Fourth Revised Sheet No. 131M : Superseded
Superseding: Third Revised Sheet No. 131M
IR-1 RATE SCHEDULE
Hub Service - Imbalance Resolution Schedule

4. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

5. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for IR-1 Service scheduled is less than that required to operate existing measurement facilities at such point.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this IR-1 Rate Schedule.

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First Revised Sheet No. 131Mm First Revised Sheet No. 131Mm : Superseded
Superseding: Original Sheet No. 131MM
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

2.3 Subject to Subparagraph 2.4 below, Buyer will have the right to receive and Transporter will deliver commencing November 1 and terminating March 31 in each contract year (hereinafter the "Withdrawal Season") that Quantity of Gas which Buyer has in storage on October 31 in such contract year (augmented by any quantity of Buyer's gas injected during such Withdrawal Season) at a daily rate not exceeding the Maximum Daily Withdrawal Quantity set forth in the applicable Underground Storage Service Agreement (hereinafter the "Maximum Daily Withdrawal Quantity"). During the Withdrawal Season, as far in advance as possible and no later than the beginning of the next preceding day, each Buyer shall notify Transporter of the Quantity of Gas which it desires to withdraw on each day pursuant to this Subparagraph 2.3. Such notice may be given by telephone and shall also specify any Quantity of Gas which Buyer desires to have withdrawn and delivered in excess of its Maximum Daily Withdrawal Quantity pursuant to Paragraph 8 below. Upon request, Transporter may waive any part of such advance notice requirement, if, in its judgment, operating conditions permit.

2.4 During injection of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received for injection by the percentage set forth on Sheet No. 6-A as "surface operating allowance" ("Injection Allowance"). During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6-A as "surface operating allowance" ("Withdrawal Allowance"). On any given day during the Injection Season, Buyer shall be permitted to deliver Quantities of Gas to Transporter for injection necessary to satisfy the Injection Allowance and Withdrawal Allowance, occurring during the Injection Season as reported by Transporter. Such additional Quantities of Gas will not reduce Buyer's Maximum Daily Injection Quantity and will not be considered in determining the Quantities of Gas subject to the Excess Service Charge, but shall be subject to a Surface Operating Allowance Charge.

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Third Revised Sheet No. 131N Third Revised Sheet No. 131N : Superseded
Superseding: Sheet Nos. 131N through 131R

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Second Revised Sheet No. 131N
Original Sheet Nos. 131O through 131R

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FERC Docket: RP97-201-000

First Revised Sheet No. 131Nn First Revised Sheet No. 131Nn : Superseded
Superseding: Original Sheet No. 131NN
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

Consequently, Buyer will begin each Withdrawal Season with those Quantities of Gas injected into storage during the immediately preceding Injection Season, less Quantities of Gas equal to, unless tendered during the Injection Season: (a) the allowances applicable to such Quantities of Gas, and (b) any of Buyer's Quantities of Gas withdrawn for delivery to Buyer during the Injection Season, plus carryover Quantities of Gas as described in Paragraph 6 of this rate schedule.

- 2.5 Subject to (a) the limitation that Buyer may have in storage at any one time no more than its Annual Storage Quantity, (b) the limitation that Transporter will not be obligated to deliver more than the Quantity of Buyer's Gas in its possession as reduced by the Injection Allowance and the Withdrawal Allowance, if applicable, and (c) such provisions for transportation as may be made by Buyer for delivery to Transporter and for redelivery to or for the account of Buyer, Buyer may request Transporter to accept for injection gas offered by Buyer and to redeliver gas to or for the account of Buyer Quantities of Gas up to five percent in excess of the respective Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity. Upon receiving such request, Transporter shall determine and act upon such request in accordance with Paragraphs 7 and 8 of this rate schedule. In order to facilitate carrying out the procedures set forth in Paragraphs 7 and 8 of this rate schedule, in each contract year Buyer will provide Transporter on the first day of the month immediately preceding the respective Injection Season and Withdrawal Season a schedule showing its best estimate of requested injection quantities and withdrawal quantities during such respective seasons.
- 2.6 Subject to (a) the limitation that Buyer may have in storage at any one time no more than its Annual Storage Quantity, (b) the limitation that Transporter will not be obligated to deliver more than the Quantity of Gas that Buyer has in its possession as reduced except for service provided pursuant to paragraph A(2) and B(2) below, by the Withdrawal Allowance, (c) the limitation that Buyer will not exceed its Maximum Daily Injection Quantity or

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First Revised Sheet No. 1310o First Revised Sheet No. 1310o : Superseded
Superseding: Original Sheet NO. 13100

RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

its Maximum Daily Withdrawal Quantity (except as provided in paragraph 2.5), (d) such provisions for transportation as may be made by Buyer for delivery to Transporter and for redelivery to or for the account of Buyer, and (e) Buyer providing Transporter with a minimum of twenty-four hours prior notice, Transporter shall:

- A. accept for injection gas offered by Buyer during the Withdrawal Season provided: (1) the pressure of the gas being tendered by the transporting pipeline is sufficient to permit Transporter to physically accept the gas from the transporting pipeline at Transporter's Line EC-1, or (2) there are corresponding quantities being delivered by Transporter on behalf of other customers to the same transporting pipeline at Transporter's Line EC-1 from which the quantities tendered for injection would be received so as to permit a back off, or (3) the Buyer tendering gas for injection is concurrently requesting to withdraw gas at quantities equal to or greater than the injection quantities.
- B. provide withdrawal gas requested by Buyer during the Injection Season provided: (1) the pressure in the Transporter's facilities is sufficient to permit delivery of gas to the respective transporting pipeline's facilities at Transporter's Line EC-1, or (2) there are corresponding quantities being received for injection by Transporter from the same transporting pipeline on behalf of other customers of Transporter from Transporter's Line EC-1, or (3) the Buyer requesting to withdraw gas is concurrently delivering quantities of gas for injection greater than or equal to the quantities being withdrawn.

3. RATES

- 3.1 For all services rendered to Buyer under this Rate Schedule, Buyer shall pay Transporter each month an amount of money calculated as the sum of the following charges. The currently-effective rates per Dth for each charge are set forth in that portion of the currently effective Sheet No. 6A of this Tariff which relates to the Rate Schedule and which are incorporated herein.

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Second Revised Sheet No. 131Pp Second Revised Sheet No. 131Pp : Superseded
Superseding: First Revised Sheet No. 131PP
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

3. RATES (Cont'd)

Deliverability Charge: The Deliverability Rate times the Maximum Daily Withdrawal Quantity as provided for in Buyer's Service Agreement.

Capacity Charge: The Capacity Rate times the Buyer's Annual Storage Quantity.

Injection/Withdrawal Charge: The Injection/Withdrawal Rate times the Quantities of Gas Injected or Withdrawn for the Buyer.

Excess Service Charge: The Excess Service Rate times the Quantities of Gas provided to Buyer pursuant to Paragraph 2.5 of this Rate Schedule.

Surface Operating Allowance Charge: The Injection or Withdrawal Charge times the Quantities of Gas delivered for the express purpose of satisfying the Injection or Withdrawal Allowance.

- 3.2 Notwithstanding Paragraph 3.1, on any day that a Buyer both tenders gas for injection and requests withdrawals of gas from storage pursuant to Paragraphs 2.6 A(2) or B(2) of this rate schedule at the same receipt/delivery point, to the extent that the quantities tendered for injection and the volumes requested to be withdrawn are equal, the Injection/Withdrawal charge shall be \$0.0100/Dth times the Quantities of Gas tendered for injection, plus \$0.0100/Dth times the Quantities of Gas requested for withdrawal. To the extent that the quantities tendered for injection and requested for withdrawal are not equal, the Injection/Withdrawal Charge, or Excess Service Charge, if applicable, reflected in Paragraph 3.1 shall apply to the net difference.

4. MINIMUM BILL

The Minimum monthly bill (hereinafter "Minimum Bill") shall be the sum of the Deliverability and Capacity charges as stated in Paragraph 3.1.

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First Revised Sheet No. 131Qq First Revised Sheet No. 131Qq : Superseded
Superseding: Original Sheet No. 131QQ
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

5. CREDIT FOR DEFAULT QUANTITIES

Buyer shall receive credit against payments due to Transporter for that portion of Buyer's payments made in the immediately preceding contract year measured as followed:

$$\text{Credit} = \frac{\text{Buyer's Payments}}{\text{Buyer's Annual Storage Quantity}} \times \text{Default Quantities}$$

"Credit" represents the amount of credit to be applied against Buyer's payments due to Transporter;

"Buyer's Payments" represents the sum of Buyer's payments to Transporter in the immediately preceding contract year;

"Default Quantities" represents the sum of Quantities of Gas on each day of the Injection Season and of the Withdrawal Season in such contract year;

- (a) which were tendered by Buyer and duly requested by Buyer to be injected or which were in storage and duly requested to be withdrawn and delivered,
- (b) which Transporter was obligated to accept for injection or to withdraw and deliver under Buyer's effective Underground Storage Service Agreement, and
- (c) which Transporter, by reason of its sole negligence or willful breach of the terms of service hereunder, failed to accept for injection or withdraw and deliver prior to the end of such Injection Season or Withdrawal Season; and

"Buyer's Annual Storage Quantity" represents the Annual Storage Quantity applicable according to Buyer's Underground Storage Service Agreement as in effect during the applicable contract year; provided that such credit shall be contingent upon Buyer having used its best efforts to, as the case may be,

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First Revised Sheet No. 131Rr First Revised Sheet No. 131Rr : Superseded
Superseding: Original Sheet No. 131RR
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

5. CREDIT FOR DEFAULT (Cont'd)

- (a) make available for injection, during the remaining portion of such Injection Season, Quantities of Gas equivalent to the Default Quantities occurring during such Injection Season, or
- (b) accept Quantities of Gas withdrawn from storage, during the remaining portion of such Withdrawal Season, equivalent to the Default Quantities occurring during such Withdrawal Season.

Any credit due at the end of the last contract year in which Buyer's Underground Storage Service Agreement is in effect shall be paid in cash by Transporter to Buyer. The provisions of this Paragraph 5 shall not in any way affect rights which Buyer has under Paragraph 2 of this rate schedule.

6. CARRYOVER PROVISIONS

For purposes of determining the Quantity of Gas of Buyer in storage as of April 1 of each year until the April 1 immediately following expiration of Buyer's Underground Storage Service Agreement,

- (a) the Quantity of Gas shall be (i) the Quantity of Gas of Buyer in storage as of the preceding April 1, plus (ii) the Quantity of Gas received for injection (net of the Injection Allowance) during the intervening contract year less (iii) the Quantity of Gas withdrawn and delivered (including the Withdrawal Allowance) during the intervening contract year.

In the event that immediately following the last contract year in which the service agreement is in effect there remains in storage any Quantity of Gas of Buyer of which Buyer, for reasons other than Transporter's sole negligence or willful breach of the terms of service hereunder, has not taken delivery, Buyer shall pay to Transporter for each month or portion thereof during which any of Buyer's gas remains in storage an amount equal to the amount payable in the final month of such last contract year, and Buyer shall have the right to take delivery of such remaining Quantity at the Maximum Daily Withdrawal Quantity.

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Second Revised Sheet No. 131S Second Revised Sheet No. 131S : Superseded
Superseding: First Revised Sheet No. 131S
P-1 RATE SCHEDULE
Hub Service - Parking Schedule

1. AVAILABILITY

- 1.1 This P-1 rate schedule is available for parking service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") in the geographic area encompassing Transporter's facilities at the points identified in Section 1.17 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as "Hub Points", on behalf of any person (hereinafter called "Shipper") provided that Shipper meets the eligibility requirements hereof. Transporter will offer parking service to any prospective Shipper on a non-discriminatory basis.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
- (a) Gas Quantities: The Maximum Daily P-1 Quantity (MDQ) applicable to each Receipt Point(s) and Delivery Point(s) and the Maximum Storage Quantity (MSQ) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The parking service provided under this P-1 Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This P-1 Rate Schedule shall apply to all gas parked by Transporter for Shipper pursuant to a P-1 Service Agreement.
- 2.2 (a) Service hereunder shall be provided on an interruptible basis only. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas.
- (b) Service hereunder may be interrupted whenever necessary to provide firm transportation, firm storage, and other interruptible services that are non-Hub services. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

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First Revised Sheet No. 131Ss First Revised Sheet No. 131Ss : Superseded
Superseding: Original Sheet No. 131SS
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

7. EXCESS INJECTIONS AND APPORTIONMENT OF REQUESTED QUANTITIES

On any day for which Buyer, through the injection notice required by Subparagraph 2.2, requests Transporter to receive for injection Quantities of Gas in excess of said Buyer's Maximum Daily Injection Quantity, together with the applicable Injection Allowance, Transporter shall determine what, if any, portion of the excess Quantity of Gas it will receive, subject always to Transporter's firm obligation to receive gas scheduled for injection by other Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 up to their Maximum Daily Injection Quantities. Transporter may, in making such determination, take into account the fact that one or more other such Buyers have scheduled Quantities of Gas for injection which are less than their Maximum Daily Injection Quantities, but Transporter shall not be obligated to receive such excess Quantities of Gas except to the extent that Transporter may, in its sole judgment, determine that it is expedient for it to do so. Having made such determination, Transporter will receive excess Quantities of Gas to the extent consistent with such determination. Where two or more such buyers request the injection of excess Quantities of Gas on any day and Transporter so determines that it will inject a portion but not the totality of all such requested Quantities of Gas, it shall apportion the excess Quantity of Gas to be injected on such day among the requesting Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 in the relation of their respective Maximum Daily Injection Quantities and shall receive excess gas accordingly.

8. EXCESS WITHDRAWALS AND APPORTIONMENT OF REQUESTED VOLUMES

On any day for which Buyer, through the withdrawal notice required by Subparagraph 2.3, requests Transporter to withdraw and deliver to or for the account of said Buyer Volumes of Gas in excess of its Maximum Daily Withdrawal Quantity, net of the applicable Withdrawal Allowance, Transporter shall determine what, if any, portion of the excess Quantity of Gas it will withdraw and deliver, subject always to Transporter's firm obligation to withdraw and deliver gas scheduled for withdrawal by other Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 up to their Maximum Daily Withdrawal Quantities.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131T First Revised Sheet No. 131T : Superseded
Superseding: Original Sheet No. 131T
P-1 RATE SCHEDULE
Hub Service - Parking Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

- (c) Transporter will treat Shippers under this Rate Schedule as not be similarly situated with non-Hub Shippers.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for P-1 Service, at one of the Hub Point(s), up to the Maximum Daily Quantity (MDQ) specified in the P-1 Service Agreement, and the delivery of that natural gas (after reductions as set out in the P-1 Service Agreement and Section 4 of this P-1 Rate Schedule) by Transporter to Shipper or for Shipper's account at the same or any other Hub Point.
- 2.4 To the extent storage capacity which is being utilized by a Shipper hereunder is needed by Transporter in order to satisfy or to accommodate Transporter's obligations to firm transportation or storage customers, Transporter shall require Shipper to withdraw all, or any portion, of the gas quantities held in storage by Transporter within thirty (30) days of Transporter's notice to Shipper. If Shipper fails to arrange for the withdrawal from storage of the quantities specified by Transporter in its notice, despite the availability of capacity for the withdrawal of Shipper's gas under its P-1 Service Agreement, Transporter shall take title to Shipper's P-1 Storage Balance that Shipper was instructed to withdraw, free and clear of any adverse claims. Transporter's notice to Shipper may be verbal and in such case shall be followed by a written confirmation.
- 2.5 A P-1 Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other as of the end of a Storage Period.
- 2.6 A Shipper receiving service under this P-1 Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131Tt First Revised Sheet No. 131Tt : Superseded
Superseding: Original Sheet No. 131TT
RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

8. EXCESS WITHDRAWALS AND APPORTIONMENT OF REQUESTED VOLUMES (Cont'd)

Transporter may, in making such determination take into account the fact that one or more other such Buyers have scheduled Quantities of Gas for withdrawal and delivery which are less than the Maximum Daily Withdrawal Quantities, but Transporter shall not be obligated to withdraw and deliver such excess Quantities of Gas except to the extent that Transporter may, in its sole judgment, determine that it is expedient for it to do so. Having made such determination, Transporter will withdraw and deliver excess gas to the extent consistent with such determination. Where two or more such Buyers request the withdrawal and delivery of excess Quantities of Gas on any day and Transporter so determines that it will withdraw and deliver a portion but not the totality of all such requested Quantities of Gas, it shall apportion the excess Quantity of Gas to be withdrawn and delivered on such day among the requesting Buyers under Transporter's Rate Schedules ESS, FSS, SS-1 and SS-2 in the relation of their respective Maximum Daily Withdrawal Quantities and shall withdraw and deliver excess gas accordingly.

9. CONVERSION TO DEKATHERM BASIS

All services provided under this Rate Schedule SS-2 shall be provided on a dekatherm basis, for operational, gas accounting, billing and all other purposes. Shippers under this rate schedule shall have:

- (a) an Annual Storage Quantity equal to the product obtained by multiplying the Annual Storage Volume set forth in the Shipper's service agreement by 1.032;
- (b) a Maximum Daily Injection Quantity equal to the product obtained by multiplying the Maximum Daily Injection Volume set forth in the Shipper's service agreement (as said volume may vary according to the percentage of Annual Storage Quantity occupied) by 1.032; and
- (c) a Maximum Daily Withdrawal Quantity equal to the product obtained by multiplying the Maximum Daily Withdrawal Volume set forth in the Shipper's service agreement (as said volume may vary according to the percentage of Annual Storage Quantity occupied) by 1.032.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131U First Revised Sheet No. 131U : Superseded

Superseding: Original Sheet No. 131U

P-1 RATE SCHEDULE

Hub Service - Parking Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

2.7 Service under this P-1 Rate Schedule shall be provided on a basis that is equal in quality for all P-1 Services hereunder, whether or not gas is purchased from Transporter.

3. RATE

3.1 The maximum and minimum rates for Parking are set forth on the currently effective Sheet No. 6 of this tariff. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff. These rates include a First Day charge for the quantities of gas for the day of injection and a charge for such subsequent day until withdrawal, on a first-in first-out basis. The current Posted Rate (ranging between the maximum and minimum rates) will be posted on Transporter's Electronic Bulletin Board, which is subject to periodic changes. Shipper shall pay the current Posted Rate on the date the Shipper's Service Request Form is received, as verified by telephone approval, and Shipper's P-1 service agreement will be deemed to be so amended.

3.2 If during the term of a Parking service agreement, Transporter posts a lower current Posted Rate on the Electronic Bulletin Board, Shipper's service agreement will be deemed amended to reduce the rate to the current Posted Rate for the remaining term of the Nomination; provided, however, if the current Posted Rate is subsequently increased during the term of that Nomination, the P-1 Service Agreement will be deemed amended for the remaining term of the nomination to reflect the increased rate but no more than the then-current Posted Rate at the commencement of such Nomination.

3.3 During injection of gas hereunder, Transporter will also retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received by Transporter for injection under this P-1 Rate Schedule by the percentage set forth on Sheet No. 6 as "surface operating allowance", except as provided in Subsection 3.5 hereof.

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FERC Docket: RP97-201-000

Original Sheet No. 131Uu Original Sheet No. 131Uu : Superseded

RATE SCHEDULE SS-2
150-DAY UNDERGROUND STORAGE SERVICE

10. GENERAL TERMS AND CONDITIONS

Section 25 of the General Terms and Conditions of this Tariff, as well as the other General Terms and Conditions to the extent not modified by Section 25, are made a part of this rate schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Third Revised Sheet No. 131V Third Revised Sheet No. 131V : Superseded
Superseding: Second Revised Sheet No. 131V

P-1 RATE SCHEDULE
Hub Service - Parking Schedule

3. RATE (Cont'd)

3.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance", except as provided in Sub-section 3.5 hereof.

3.5 Transporter is not obligated to offer to park or to park gas at any rates or allowances less than the maximum rate and allowances specified for this Rate Schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate (current Posted Rate), or retaining less than the maximum allowances for this service under this Rate Schedule.

4. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's base gas. For purposes of this Section 4, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or line of pipe, line freeze-ups, or similar causes.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Third Revised Sheet No. 131W Third Revised Sheet No. 131W : Superseded
Superseding: Second Revised Sheet No. 131W
P-1 RATE SCHEDULE
Hub Service - Parking Schedule

4. STORAGE FIELD LOSSES (Cont'd)

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

5. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this Rate Schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative balance. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative balance.

6. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131X First Revised Sheet No. 131X : Superseded

Superseding: Original Sheet No. 131X

P-1 RATE SCHEDULE

Hub Service - Parking Schedule

7. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for Parking scheduled is less than that required to operate existing measurement facilities at such point.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this P-1 Rate Schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131Y First Revised Sheet No. 131Y : Superseded
Superseding: Sheet Nos. 131Y through 131CC

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Original Sheet Nos. 131Y through 131Z
First Revised Sheet No. 131AA
Original Sheet Nos. 131BB and 131CC

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131Cc.01 First Revised Sheet No. 131Cc.01 : Superseded

Superseding: Sub. Original Sheet No. 131CC.01

P-2 RATE SCHEDULE

Hub Service - Parking Schedule

1. AVAILABILITY

- 1.1 This P-2 rate schedule is available for parking service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") in the geographic area encompassing Transporter's facilities at the points identified in Section 1.17 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as "Hub Points", on behalf of any person (hereinafter called "Shipper") provided that Shipper meets the eligibility requirements hereof and has arranged for the transportation of the gas to be parked by Transporter hereunder. Transporter will offer parking service to any prospective Shipper on a non-discriminatory basis.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
 - (a) Gas Quantities: The Maximum Daily P-2 Quantity (MDQ) applicable to each Receipt Point(s) and Delivery Point(s) and the Maximum Storage Quantity (MSQ) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The parking service provided under this P-2 Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This P-2 Rate Schedule shall apply to all gas parked by Transporter for Shipper pursuant to a P-2 Service Agreement.
- 2.2
 - (a) Service hereunder shall be provided on an interruptible basis only. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas.
 - (b) Service hereunder may be interrupted whenever necessary to provide firm transportation, firm storage, and other interruptible services that are non-Hub services. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

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FERC Docket: RP97-201-000

Original Sheet No. 131Kk.01 Original Sheet No. 131Kk.01 : Superseded

RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

9. CONVERSION TO DEKATHERM BASIS

All services provided under this Rate Schedule SS-1 shall be provided on a dekatherm basis, for operational, gas accounting, billing and all other purposes. Shippers under this rate schedule shall have:

- (a) an Annual Storage Quantity equal to the product obtained by multiplying the Annual Storage Volume set forth in the Shipper's service agreement by 1.032;
- (b) a Maximum Daily Injection Quantity equal to the product obtained by multiplying the Maximum Daily Injection Volume set forth in the Shipper's service agreement (as said volume may vary according to the percentage of Annual Storage Quantity occupied) by 1.032; and
- (c) a Maximum Daily Withdrawal Quantity equal to the product obtained by multiplying the Maximum Daily Withdrawal Volume set forth in the Shipper's service agreement (as said volume may vary according to the percentage of Annual Storage Quantity occupied) by 1.032.

10. GENERAL TERMS AND CONDITIONS

Section 25 of the General Terms and Conditions of this Tariff, as well as the other General Terms and Conditions to the extent not modified by Section 25, are made a part of this rate schedule.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131R.01 First Revised Sheet No. 131R.01 : Superseded
Superseding: Sub. Original Sheet No. 131R.01
IR-2 RATE SCHEDULE
Hub Service - Imbalance Resolution Schedule

1. AVAILABILITY

- 1.1 This IR-2 Rate Schedule is available for imbalance resolution service by National Fuel Gas Supply Corporation (hereinafter called "Transporter") in the geographic area encompassing Transporter's facilities at the points identified in Section 1.17 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as "Hub Points", on behalf of any person (hereinafter called "Shipper") provided that Shipper meets the eligibility requirements hereof and Shipper has arranged for the transportation of the gas to be advanced by Transporter hereunder. Transporter will offer imbalance resolution service to any prospective Shipper on a non-discriminatory basis.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
- (a) Gas Quantities: The Maximum Advanced Quantity (MAQ) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The Imbalance Resolution service provided under this IR-2 Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This IR-2 Rate Schedule shall apply to all imbalance resolutions provided by Transporter for Shipper pursuant to an IR-2 Service Agreement.
- 2.2 (a) Service hereunder shall be provided on an interruptible basis only. IR-2 Service shall be subordinate to any and all firm and interruptible services that are non-Hub services as supplied by Transporter including the management of Transporter's system and the use of storage to support its firm transportation services.
- (b) Transporter will authorize IR-2 service for any Shipper only if, within Transporter's best operating judgement and discretion, such service is not otherwise expected to prevent

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First Revised Sheet No. 131Cc.02 First Revised Sheet No. 131Cc.02 : Superseded
Superseding: Sub. Original Sheet No. 131CC.02
P-2 RATE SCHEDULE
Hub Service - Parking Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

- (c) Transporter will treat Shippers under this Rate Schedule as not similarly situated with non-Hub Shippers.
- 2.3 Service hereunder shall consist of (i) the receipt of gas delivered into Transporter's transmission facilities at meter NFIRP pursuant to a nomination from a Hub Point to meter NFIRP under Shipper's service agreement under Transporter's EFT, FT, IT or W-1 Rate Schedule, (ii) Transporter's retention of that gas in storage or otherwise, and (iii) the delivery of that gas (after reductions as set forth in the P-2 Service Agreement and Section 4 of this P-2 Rate Schedule) into Transporter's transmission facilities at meter NFIRP for subsequent transportation pursuant to a nomination from meter NFIRP to a Hub Point under Shipper's service agreement under Transporter's EFT, FT, IT or W-1 Rate Schedule.
- 2.4 To the extent storage capacity which is being utilized by a Shipper hereunder is needed by Transporter in order to satisfy or to accommodate Transporter's obligations to firm transportation or storage customers, Transporter shall require Shipper to withdraw all, or any portion, of the gas quantities held in storage by Transporter within thirty (30) days of Transporter's notice to Shipper. If Shipper fails to arrange for the withdrawal from storage of the quantities specified by Transporter in its notice, despite the availability of capacity for the withdrawal of Shipper's gas under its P-2 Service Agreement, Transporter shall take title to Shipper's P-2 Storage Balance that Shipper was instructed to withdraw, free and clear of any adverse claims. Transporter's notice to Shipper may be verbal and in such case shall be followed by a written confirmation.
- 2.5 A P-2 Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other as of the end of a Storage Period.

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First Revised Sheet No. 131R.02 First Revised Sheet No. 131R.02 : Superseded
Superseding: Sub. Original Sheet No. 131R.02

IR-2 RATE SCHEDULE

Hub Service - Imbalance Resolution Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

Transporter from meeting all of its firm and interruptible service obligations as an interstate pipeline, including Transporter's system management needs. In the event that service has already commenced and Transporter learns that the continued furnishing of service may prevent Transporter from meeting all of its firm and interruptible service obligations as an interstate pipeline, then Transporter may, at its sole discretion and upon giving appropriate notice to Shipper(s), interrupt the continuation of any or all of the services hereunder.

(c) Transporter will treat Shippers under this Rate Schedule as not similarly situated to non-Hub Shippers.

2.3 Service hereunder shall consist of (i) the advance of gas by Transporter, up to the Maximum Advance Quantity (MAQ) specified in the IR-2 Service Agreement, the delivery of such gas into Transporter's transmission facilities at meter NFIRP, and (ii) the acceptance into Transporter's transmission facilities at any Hub Point of the quantity advanced by Transporter hereunder. Shipper must arrange transportation under Transporter's EFT, FT, IT or W-1 Rate Schedule to receive the advance of gas nominated hereunder.

2.4 Shipper shall be required to return the quantity of gas advanced by Transporter.

2.5 Shipper may nominate for the return of advanced gas at any time, subject to Section 13 of the General Terms and Conditions of this Tariff and Shipper having arranged for the transportation of the gas and Transporter shall accept such gas to the extent it has capacity to do so. The voluntary return of advanced gas hereunder shall have a priority of service equal to service under the IT Rate Schedule.

2.6 Shipper must return the quantities of gas specified in Section 2.3 hereof within forty eight (48) hours of receipt of notification from Transporter.

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First Revised Sheet No. 131Cc.03 First Revised Sheet No. 131Cc.03 : Superseded

Superseding: Sub. Original Sheet No. 131CC.03

P-2 RATE SCHEDULE

Hub Service - Parking Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

2.6 A Shipper receiving service under this P-2 Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.

2.7 Service under this P-2 Rate Schedule shall be provided on a basis that is equal in quality for all P-2 Services hereunder, whether or not gas is purchased from Transporter.

2.8 Shipper shall be required to arrange for the transportation of the gas to be parked hereunder. Service provided hereunder shall not commence unless and until Shipper has demonstrated to Transporter that Shipper has arranged for the transportation of the gas to be parked by Transporter hereunder and has satisfied the nomination and scheduling requirements of that transportation service to complete the parking service as contemplated within this Rate Schedule P-2.

3. RATE

3.1 The maximum and minimum rates for Parking are set forth on the currently effective Sheet No. 6 of this tariff. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff. These rates include a First Day charge for the quantities of gas for the day of injection and a charge for such subsequent day until withdrawal, on a first-in first-out basis. The current Posted Rate (ranging between the maximum and minimum rates) will be posted on Transporter's Electronic Bulletin Board, which is subject to periodic changes. Shipper shall pay the current Posted Rate on the date the Shipper's Service Request Form is received, as verified by telephone approval, and Shipper's P-2 service agreement will be deemed to be so amended.

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FERC Docket: RP97-201-000

First Revised Sheet No. 131R.03 First Revised Sheet No. 131R.03 : Superseded
Superseding: Sub. Original Sheet No. 131R.03
IR-2 RATE SCHEDULE
Hub Service - Imbalance Resolution Schedule

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

2.7 Shipper shall be required to arrange the transportation of the gas to be advanced by Transporter hereunder. Service provided hereunder shall not commence unless and until Shipper has demonstrated to Transporter that Shipper has arranged the transportation of the gas to be advanced hereunder.

3. RATE

3.1 The maximum and minimum rates per dth delivered to Shipper for this Imbalance Resolution Service are set forth on the currently effective Sheet No. 5A of this tariff. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this Tariff. These rates include a First Day charge for the quantities of gas for the day of advance and a charge for each subsequent day until the return of the gas on a first-out first-in basis. The current Posted Rate (ranging between the maximum and minimum rates) will be posted on Transporter's Electronic Bulletin Board, which is subject to periodic changes. Shipper shall pay the current Posted Rate on the date the Shipper's Hub Nomination Form is received, as verified by telephone approval, and Shipper's IR-2 service agreement will be deemed to be so amended.

3.2 If during the term of a IR-2 Service Agreement, Transporter posts a lower Posted Rate on the Electronic Bulletin Board, Shipper's IR-2 service agreement will be deemed amended to reduce the rate to the current Posted Rate for the remaining term of the Nomination; provided however, if the current Posted Rate is subsequently increased during the term of that Nomination, the IR-2 service agreement will be deemed amended for the remaining term of the nomination to reflect the increased rate but no more than the then-current Posted Rate at the commencement of such Nomination.

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First Revised Sheet No. 131Cc.04 First Revised Sheet No. 131Cc.04 : Superseded
Superseding: Sub. Original Sheet No. 131CC.04

P-2 RATE SCHEDULE
Hub Service - Parking Schedule

3. RATE (Cont'd)

- 3.2 If during the term of a Parking service agreement, Transporter posts a lower current Posted Rate on the Electronic Bulletin Board, Shipper's service agreement will be deemed amended to reduce the rate to the current Posted Rate for the remaining term of the Nomination; provided, however, if the current Posted Rate is subsequently increased during the term of that Nomination, the P-2 Service Agreement will be deemed amended for the remaining term of the nomination to reflect the increased rate but no more than the then-current Posted Rate at the commencement of such Nomination.
- 3.3 During injection of gas hereunder, Transporter will also retain a quantity of gas equal to the product obtained by multiplying the quantity of gas received by Transporter for injection under this P-2 Rate Schedule by the percentage set forth on Sheet No. 6 as "surface operating allowance", except as provided in Subsection 3.5 hereof.
- 3.4 During withdrawal of gas hereunder, Transporter will retain a quantity of gas equal to the product obtained by multiplying the quantity of gas withdrawn by the percentage set forth on Sheet No. 6 as "surface operating allowance", except as provided in Subsection 3.5 hereof.
- 3.5 Transporter is not obligated to offer to park or to park gas at any rates or allowances less than the maximum rate and allowances specified for this Rate Schedule on Sheet No. 6; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate (current Posted Rate), or retaining less than the maximum allowances for this service under this Rate Schedule.

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Second Revised Sheet No. 131R.04 Second Revised Sheet No. 131R.04 : Superseded

Superseding: First Revised Sheet No. 131R.04

IR-2 RATE SCHEDULE

Hub Service - Imbalance Resolution Schedule

3. RATE (Cont'd)

3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5A as "fuel, loss and company-use allowance," except that this percentage may be discounted as provided in Subsection 3.4 hereof.

3.4 Transporter is not obligated to offer to resolve imbalances or to resolve imbalances at any rates or allowances less than the maximum rates and allowances specified for this Rate Schedule on Sheet No. 5A; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates (the current Posted Rate), or retaining less than the maximum allowance for this service under this Rate Schedule.

4. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

5. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for IR-2 Service scheduled is less than that required to operate existing measurement facilities at such point.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this IR-2 Rate Schedule.

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Second Revised Sheet No. 131Cc.05 Second Revised Sheet No. 131Cc.05 : Superseded
Superseding: First Revised Sheet No. 131CC.05
P-2 RATE SCHEDULE
Hub Service - Parking Schedule

4. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's base gas. For purposes of this Section 4, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or line of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

5. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this Rate Schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131R.05 First Revised Sheet No. 131R.05 : Superseded
Superseding: Sheet Nos. 131R.05 through 131R.10

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Sub. Original Sheet Nos. 131R.05 through 131R.10

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131Cc.06 First Revised Sheet No. 131Cc.06 : Superseded
Superseding: Sub. Original Sheet No. 131CC.06

P-2 RATE SCHEDULE

Hub Service - Parking Schedule

5. WITHDRAWALS UPON TERMINATION OF SERVICE (Cont'd)

Shipper will be responsible for arranging of the transportation service to complete the withdrawal of gas parked hereunder. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative balance. Shipper will be responsible for the arrangement of the transportation service to complete the delivery of gas to Transporter. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative balance.

6. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's facilities at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

7. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for Parking scheduled is less than that required to operate existing measurement facilities at such point.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131Cc.07 First Revised Sheet No. 131Cc.07 : Superseded

Superseding: Sub. Original Sheet No. 131CC.07

P-2 RATE SCHEDULE

Hub Service - Parking Schedule

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this P-2 Rate Schedule.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 131Cc.08 First Revised Sheet No. 131Cc.08 : Superseded
Superseding: Sheet Nos. 131CC.08 through 131CC.11

The following tariff sheets have been cancelled
and reserved for future use.

Sub. Original Sheet Nos. 131CC.08 and 131CC.09
First Revised Sheet No. 131CC.10
Sub. Original Sheet No. 131CC.11

P-2 RATE SCHEDULE
Hub Service - Parking Schedule

5. REQUESTS FOR SERVICE (cont'd)

5.3 Shipper may receive service under this Rate Schedule if it provides, no later than noon, ET, on the business day prior to the day on which gas will flow under the nomination for the desired service are due, to Transporter the amounts projected to become payable to Transporter based on the Shipper's nominated deliveries for the period covered by the nomination either in the form of:

- (a) a prepayment to a bank designated by Transporter in U.S. Federal funds or;
- (b) a letter of credit, irrevocable for ninety (90) days, from a financial institution acceptable to Transporter. Transporter shall accept a nomination from Shippers qualifying for service under this Section 5.3 only to the extent that the prepayment or letter of credit in effect as of such time is sufficient to cover an amount projected to become payable to Transporter based on such nomination.

5.4 Upon Transporter's determination that Shipper's request for service is complete, Transporter will enter such request on a list of pending complete requests and so notify Shipper. Transporter shall process requests for service within a reasonable period of time. If Transporter rejects a request for service which has been entered on Transporter's list of pending complete requests, Transporter will so notify Shipper within ten (10) days of such rejection. In such event, Shipper's request for service will not remain entered on such list unless Shipper notifies Transporter, within thirty (30) days of Transporter's notification of rejection, that its request should remain so entered.

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter, provided that Shipper notifies Transporter, in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

5.5 A P-2 Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the P-2 Service Agreement is not executed and returned by Shipper within thirty days after Transporter tendered the agreement, Transporter shall consider the request for service invalid.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: RP96- 29-000

First Revised Sheet No. 131Cc.10 First Revised Sheet No. 131Cc.10 : Superseded
Superseding: Sub. Original Sheet No. 131CC.10

P-2 RATE SCHEDULE
Hub Service - Parking Schedule

6. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter and each Shipper receiving service in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's base gas. For purposes of this Section 6, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or line of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of this Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred by unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

Effective Date: 08/24/1994 Status: Effective
FERC Docket: RP94- 80-005

Sub. Original Sheet No. 131Cc.11 Sub. Original Sheet No. 131Cc.11 : Superseded

P-2 RATE SCHEDULE
Hub Service - Parking Schedule

7. WITHDRAWALS UPON TERMINATION OF SERVICE

Not less than thirty (30) days prior to the termination of storage service provided to any Shipper under this Rate Schedule, Transporter will notify Shipper of Shipper's Storage Balance. If the Storage Balance is positive, then the Shipper will withdraw such quantities within thirty (30) days of the termination of the storage service. Shipper will be responsible for arranging of the transportation service to complete the withdrawal of gas parked hereunder. If the Storage Balance is negative, then the Shipper will within thirty (30) days of the end of the storage service deliver sufficient quantities of gas to make up the negative balance. Shipper will be responsible for the arrangement of the transportation service to complete the delivery of gas to Transporter. If the Shipper does not deliver sufficient quantities of gas within that thirty-day period, the Shipper shall pay Transporter the Negative Imbalance Cash-Out Price as set forth in Section 14.10(a) of the General Terms and Conditions, for any remaining negative balance.

8. RECEIPT AND DELIVERY PRESSURE

Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's facilities at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.

9. MINIMUM RECEIPT POINT QUANTITIES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for Parking scheduled is less than that required to operate existing measurement facilities at such point.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's effective FERC Gas Tariff, Third Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time thereafter, shall apply to and are made a part of this Rate Schedule, to the extent such terms and conditions are not inconsistent with the express terms of this P-2 Rate Schedule.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 132 Original Sheet No. 132 : Superseded

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS

Except where another meaning is expressly stated, the following terms when used in this tariff and in any service agreement incorporating this tariff, are intended and used and shall be construed to have the following meanings:

- 1.1 The term "Seller" or "Transporter" shall mean National Fuel Gas Supply Corporation ("National") acting in its capacity as a seller or transporter of natural gas. The term "Seller" shall include the term "Transporter".
- 1.2 The term "Buyer" or "Shipper" shall mean any sales or transportation customer of National. The term "Buyer" shall include the term "Shipper."
- 1.3 The term "day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m. local time (in the time zone in which the delivery of gas is made) or at such other hour as Buyer and Seller shall agree upon.
- 1.4 The term "month" shall mean the period beginning at 8:00 a.m. on the first day of the calendar month and ending at 8:00 a.m. on the first day of the next succeeding calendar month, or at such other hour as Buyer and Seller shall agree upon.
- 1.5 The term "year" shall mean a period of 365 consecutive days provided, however, that any year which contains the date "February 29" shall consist of 366 consecutive days.
- 1.6 The term "cubic foot" shall mean the volume of natural gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.73 pounds per square inch.
- 1.7 The term "Mcf" shall mean 1,000 cubic feet of gas.
- 1.8 The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of water 1 degree Fahrenheit at 60 degrees Fahrenheit.
- 1.9 The term "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equal to 1,000,000 Btu's.

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 FERC Docket: RP97-201-000

Third Revised Sheet No. 133 Third Revised Sheet No. 133 : Superseded
 Superseding: Second Revised Sheet No. 133
 GENERAL TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS (Cont'd.)

LOCATION	METER #	FROM	TO
Location 1: Ellisburg			
Ellisburg (Station)	020527	Tennessee	NFG
Ellisburg (Station)	20527B	NFG	Tennessee
Ellisburg (Station)	PYELLIS	NFG/P-Yk	NFG
Ellisburg (Station)	PYELLISB	NFG	NFG/P-Yk
Ellisburg (Station)	TET2464	TETCO	NFG
Ellisburg (Station)	TET2464B	NFG	TETCO
Ellisburg (Station)	CNG2464	CNG	NFG
Ellisburg (Station)	CNG2464B	NFG	CNG
Ellisburg (Station)	HUB2464	NFG (Hub)	NFG
Ellisburg (Station)	HUB2464B	NFG	NFG (Hub)
Ellisburg (Station)	41202	CNG	NFG
Ellisburg (Station)	41202B	NFG	CNG
Ellisburg (Station)	020578	Tennessee	NFG
Ellisburg (Station)	020578B	NFG	Tennessee
Ellisburg (Station)	ELL2464	NFG (NZ3)	NFG (NZ2)
Ellisburg (Station)	ELL2464B	NFG (NZ2)	NFG (NZ3)
Ellisburg (Storage)	41201	CNG	NFG
Ellisburg (Storage)	41201B	NFG	CNG
Ellisburg (Storage)	060010	Tennessee	NFG
Ellisburg (Storage)	070010	NFG	Tennessee
Location 2: East Fork			
East Fork (Station)	6325	Transco	NFG
East Fork (Station)	6325B	NFG	Transco
East Fork (Station)	632291	Columbia	NFG
East Fork (Station)	632291B	NFG	Columbia
East Fork (Station)	HUB1630B	NFG	NFG (Hub)
East Fork (Station)	HUB1630	NFG (Hub)	NFG
Wharton (Storage)	NPGWHAR	North Penn	NFG
Wharton (Storage)	NPGWHARB	NFG	North Penn
Wharton (Storage)	TRNWHAR	Transco	NFG
Wharton (Storage)	TRNWHARB	NFG	Transco

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FERC Docket: RP97-201-000

Third Revised Sheet No. 133A Third Revised Sheet No. 133A : Superseded
Superseding: Sub. Second Revised Sheet No. 133A
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS (Cont'd.)

LOCATION	METER #	FROM	TO
Location 3: Leidy			
Leidy (Station)	7126	Transco	NFG
Leidy (Station)	7126B	NFG	Transco
Leidy (Station)	HUB7126B	NFG	NFG (Hub)
Leidy (Station)	HUB7126	NFG (Hub)	NFG
Leidy (Station)	75977	Tetco	NFG
Leidy (Station)	75977B	NFG	Tetco

General Locations: Located at 1, 2 & 3

P-1 or P-2 Injections/IR-1
or IR-2 Returns NFIRPB NFG NFG (Hub)

P-1 or P-2 Withdrawals/IR-1
or IR-2 Advances NFIRP NFG (Hub) NFG

1.18 The term "Commission" shall mean the Federal Energy Regulatory Commission or any superseding Federal agency.

1.19 The term "Hub Services" shall include Parking as set forth in Rate Schedule P-1 and P-2, Wheeling as set forth in rate Schedule W-1, and Imbalance Resolution Service as set forth in Rate Schedule IR-1 and IR-2, as may be offered to shippers.

1.20 The term "hub service agreement" shall mean the agreement by and between Shipper and Transporter to enter into Hub service transactions.

1.21 The term "Non-Hub Services" shall mean any services performed by Transporter under any Rate Schedule other than the W-1, P-1, P-2, or IR-1 or IR-2 Rate Schedule.

1.22 The term "Non-Hub Shippers" shall mean any shippers purchasing "Non-Hub" Services from Transporter.

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FERC Docket: RP97-201-000

Second Revised Sheet No. 133B Second Revised Sheet No. 133B : Superseded
Superseding: First Revised Sheet No. 133B
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS (Cont'd)

- 1.23 The term "GISB Standards" shall mean those standardized procedures and mechanisms for electronic communication that have been adopted by the Gas Industry Standards Board and incorporated by reference in the Commission's regulations.
- 1.24 The term "Operator" shall mean a party that operates facilities that interconnect with the facilities of Transporter.
- 1.25 The term "EDI" shall mean electronic data interchange as defined by then-effective standards established by the Gas Industry Standards Board and approved by the Federal Energy Regulatory Commission.

2. QUALITY

- 2.1 Processing of Gas. The gas delivered by Transporter to Shipper shall be natural or mixed gas from Transporter's present or future sources of supply, including gas received by Transporter for Shipper's account; provided, however, that helium, natural gasoline, butane, propane and any other hydrocarbons except for methane, may be removed prior to delivery to Shipper. Transporter may subject, or permit the subjection of, the gas to compression, cooling, cleaning and other processes.
- 2.2 Total Heating Value. The gas delivered by Transporter to Shipper or received by Transporter from Operator for the Shipper's account shall have a total heating value at the point(s) of delivery and receipt of not less than 967 BTU per cubic foot. Transporter and Shipper shall have the option to refuse to accept said gas so long as the total heating value of the gas remains below 967 BTU per cubic foot; provided, however, that Transporter and Shipper may elect to accept receipt or delivery of said gas.
- 2.3 Absence of Objectionable Matter
- (a) Delivery by Transporter. The gas delivered by Transporter to Shipper shall be commercially free from objectionable odors, dust or other solid or liquid or gaseous matters which might interfere with the merchantability of the gas or cause injury to or interference with proper operation of Transporter's lines, regulators, meters or other appliances through which the gas flows.

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FERC Docket: RP97-201-000

First Revised Sheet No. 134 First Revised Sheet No. 134 : Superseded
Superseding: Original Sheet No. 134

GENERAL TERMS AND CONDITIONS

2. QUALITY (Cont'd.)

- (b) Delivery for the Account of Shipper. The provisions set forth in this Subsection 2.3(b) shall apply to all gas delivered to Transporter by Operator for the account of Shipper, except for gas delivered to Transporter by another interstate pipeline, in which case the quality standards set forth in the interconnection or other agreement between Transporter and such pipeline shall apply, or in the absence thereof, the FERC Gas Tariff of such pipeline.
1. All gas shall be commercially free from dust, hydrocarbon liquids, water, objectionable odors, or other gaseous, solid or liquid matters which might become separated from the gas in Transporter's facilities, or which might interfere with the merchantability of the gas or cause injury, or interfere with the proper operation of the pipelines, regulators, meters, or other equipment through which it flows; and Operator shall furnish, install, operate, maintain and keep in efficient operating condition, such drips, separators, dehydrators, alcohol bottles, gas cleaners and other devices or equipment as may be or become necessary to effect compliance with this requirement (after having secured the prior approval of Transporter as to the design and construction of such facilities, which approval shall not be unreasonably withheld);
 2. All gas shall contain no more than twenty (20) grains of total sulfur (S), nor more than three-tenths (0.3) grain of hydrogen sulfide (H₂S) per one hundred (100) cubic feet;
 3. All gas shall contain no more than two-tenths of one percent (0.2 of 1%) by volume of oxygen (O₂), and Operator shall make every reasonable effort to keep the gas free of oxygen (O₂);
 4. All gas shall contain no more than four percent (4%) by volume of a combined total of carbon dioxide (CO₂) and nitrogen (N₂) components; provided, however, that the total carbon dioxide (CO₂) content shall not exceed two percent (2%) by volume;

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First Revised Sheet No. 135 First Revised Sheet No. 135 : Superseded
Superseding: Original Sheet No. 135
GENERAL TERMS AND CONDITIONS

2. QUALITY (Cont'd.)

5. All gas shall have a temperature of not more than one hundred twenty degrees Fahrenheit; and
6. All gas shall have been dehydrated by Operator for removal of water in a vapor state, and in no event, contain more than seven (7) pounds of water vapor (H₂O) per million cubic feet, as determined by Transporter. In no event shall Operator deliver to Transporter free or entrained water (H₂O).

(c) Non-Conformance by Shipper.

1. In the event any of the above substances enter Transporter's facilities at any interconnection in quantities greater than the levels, if any, permitted above, or, where applicable, by the quality standards set forth in the interconnection or other agreement with, or the FERC Gas Tariff of, the delivering interstate pipeline, with or without Transporter's knowledge, and cause, directly or indirectly, damage to any such facility, Transporter may, at Shipper's expense, (or where an interconnection agreement between Transporter and Operator is in effect with respect to the interconnection, at Operator's expense), clean up and/or repair such facility.
2. In the event any of the above substances enter Transporter's facilities at any interconnection in quantities greater than the levels, if any, permitted above, or where applicable by the quality standards set forth in the interconnection or other agreement with, or the FERC Gas Tariff of, the delivering interstate pipeline, and subsequently enter the facilities of downstream transporters, end-users or others, with or without Transporter's knowledge, and cause, directly or indirectly, property or environmental damage, or

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First Revised Sheet No. 136 First Revised Sheet No. 136 : Superseded
Superseding: Original Sheet No. 136
GENERAL TERMS AND CONDITIONS

2. QUALITY (Cont'd.)

personal injury, Shipper, (or, where an interconnection agreement between Transporter and Operator is in effect with respect to the interconnection, Operator) shall indemnify Transporter against, hold it harmless from, and undertake the defense of Transporter with respect to any and all claims, losses, damages (including punitive damages, to the extent permitted by law), and injuries (property and environmental damage and personal injury, including death) arising therefrom and shall indemnify Transporter for any expenses, including attorney's fees, clean-up costs, fines and penalties, incurred in partial or full satisfaction of any such claims, losses, damages and injuries. This Subsection 2.3(c)(2) shall not, however, relieve Transporter from liability for damage caused by Transporter's negligence or willful misconduct.

3. As to gas delivered by Operator which does not meet the specifications incorporated or stated in this Section, Transporter shall have the rights, on a continuing basis, and in addition to any other remedies provided herein, to:

- (i) Continue to receive such gas; or
- (ii) Discontinue the flow of such gas, and, in the event Operator or Shipper shall not correct such deficiency within a reasonable time period, to terminate the interconnection or transportation agreement as to such gas; or
- (iii) Receive such gas and, at Operator's expense, treat or otherwise process the same so as to cause it to conform to the above quality specifications.

- 2.4 Commingling. Transporter shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered to or for the account of Shipper may or may not consist of the same molecules as those received from Shipper or for Shipper's account.

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FERC Docket: RP97-201-000

First Revised Sheet No. 138 First Revised Sheet No. 138 : Superseded
Superseding: Original Sheet No. 138

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT (Cont'd.)

Transmission Measurement Committee Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases." If the composition of the gas is such as to render the above procedure inapplicable, other methods for determination of the deviation factors, mutually agreed upon by Shipper and Transporter, shall be used.

- 3.7 Total Heating Value. The total heating value of the gas per cubic foot shall be determined for any month by taking the average of the heating values as recorded each day by a calorimeter or chromatograph or as determined by chromatographic analysis of a sample of gas, or methods outlined in AGA Gas Measurement Report No. 5, or any other method mutually agreed upon by Transporter and Operator.

4. MEASURING EQUIPMENT

Unless otherwise agreed upon, Transporter or Transporter's designee will install, as necessary, maintain and operate measuring stations at or near the receipt and delivery point(s) properly equipped with displacement, turbine or orifice meters, gas samplers, chromatographs and other necessary measuring equipment by which the quantity of gas delivered hereunder shall be measured. The cost of Transporter's or Transporter's designee's installing any incremental measuring facilities necessary with respect to the receipt and delivery of gas shall be borne by the Shipper(s) of such gas, unless otherwise expressly agreed. Transporter may require Shipper or Operator to provide records and/or charts from orifice meters measuring deliveries of gas by Shipper to Transporter within the period of time prescribed by Transporter.

Orifice meters shall be installed and operated in accordance with specifications recommended in Gas Measurement Committee Report No. 3 of the American Gas Association, as the same may be amended from time to time, applied in a practical manner. Displacement or turbine meters, if used, shall be installed and gas volumes computed, in accordance with generally accepted industry practices.

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FERC Docket: RP97-201-000

First Revised Sheet No. 139 First Revised Sheet No. 139 : Superseded
Superseding: Original Sheet No. 139

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Cont'd.)

- 4.2 Demand Meters. If the Rate Schedule according to which gas delivered to Shipper is billed includes a demand charge based on the Dth taken by Shipper on the day of greatest delivery during a billing month, Transporter shall use meters suitable for determining such greatest daily delivery.
- 4.3 Check Meters. Shipper or Operator may install, maintain and operate, at its own expense, such check measuring equipment as it shall desire. Such equipment shall be so installed as not to interfere with the operation of Transporter's measuring equipment at or near the points of delivery. The Transporter shall have access to such check measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by the Shipper or Operator.
- 4.4 Installation. All installations of measuring equipment, applying to or affecting receipts or deliveries by Transporter, shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised in the installation, maintenance and operation of any pressure regulating equipment so as to avoid, as far as practicable, any inaccuracy in the determination of the volume of gas delivered hereunder.
- 4.5 Access to Meters and Records. Transporter and Shipper or Operator shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's equipment used in measuring or checking receipts and deliveries of gas. The records from such equipment shall remain the property of their owner, but upon request, each will submit to the other its records and/or charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 4.6 Measurement Equipment Failures. In the event measurement equipment is out of service, or registering inaccurately, the quantity and/or volume of gas received or delivered by Transporter shall be estimated:

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First Revised Sheet No. 140 First Revised Sheet No. 140 : Superseded
Superseding: Original Sheet No. 140

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Cont'd.)

- (a) By using the registration of any check meter, meters or other measurement equipment if installed and accurately registering, or in the absence of "(a)";
- (b) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation or, in the absence of both "(a)" and "(b)", then;
- (c) By estimating the quantity of receipt or delivery by reference to receipts or deliveries during periods under similar conditions when the meter was registering accurately.

4.7 Accuracy of Measuring Equipment. The accuracy of Transporter's or Operator's measuring equipment shall be verified at reasonable intervals, and if requested, in the presence of representatives of Operator or Transporter, but neither party shall be required to verify the accuracy of equipment more frequently than once in any thirty (30)-day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any special test, if called for, shall be borne by the requesting party if the measuring equipment tested is found to be in error by no more than two percent.

4.8 Correction of Measuring Equipment Errors. If, upon test, any measuring equipment is found to be in error not more than 2%, previous recordings of such equipment shall be considered accurate in computing deliveries hereunder; but such equipment shall be adjusted at once to record correctly.

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding 2%, any previous recordings of such equipment shall be corrected to zero (0) error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not exceeding a correction period of sixteen (16) days.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Original Sheet No. 140A Original Sheet No. 140A : Superseded

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Cont'd.)

- 4.9 Preservation of Records. Each party shall preserve for a period of at least three (3) years all test data, charts and other similar records.

GENERAL TERMS AND CONDITIONS

5. BILLING AND PAYMENT

- 5.1 Statements. A statement shall be submitted by Transporter to Shipper on or before the tenth (10th) day of each calendar month for all services furnished hereunder during the preceding billing period. When information necessary for billing purposes is in the control of Buyer, Buyer shall furnish such information to Seller on or before the fifth (5th) day following the date of the final meter reading of each month.
- 5.2 Payments. Shipper shall pay Transporter by wire transfer of Federal Funds which are made immediately available to Transporter at such bank account as Transporter shall designate, on or before the twenty-fifth (25th) day of the month in which the bill is received, for all services rendered by Transporter during the preceding billing period, as shown by the statement, except when the twenty-fifth (25th) day of the month is a Saturday or Sunday or federal bank holiday, in which case payment is due on the following business day. Provided, however, a Shipper whose monthly statement total amount due is less than \$50,000.00 may elect to make payment by check to be received by Transporter on or before the twenty-fifth (25th).
- 5.3 Verification and Correction of Errors. Both Transporter and Shipper shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions of the underlying gas sales contract or transportation contract. If an error is discovered in any statement, such error shall be adjusted, provided that the claim of error and request for adjustment shall have been made within twelve (12) months from the date of such statement.
- 5.4 Delayed Payment. Should Shipper fail to pay all of the amount of any bill, as herein provided, when such amount is due, interest on the unpaid portion of the bill shall accrue at the then effective prime interest rate (Chase Manhattan Bank). Transporter may suspend service to any Shipper which is delinquent in payments, provided that Transporter shall give Shipper written notice of the delinquency and of Transporter's intent to suspend if the delinquency is not remedied within fifteen (15) days of the date of the notice. Transporter may terminate service to any Shipper which is delinquent in

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First Revised Sheet No. 142 National Fuel Gas Supply Corporation: Third Revised Volume No. 1
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GENERAL TERMS AND CONDITIONS

5. BILLING AND PAYMENT (Cont'd)

(6) months from the date of such statement (in the case of any transportation or storage service) or within seven (7) months (in the case of a sales service). The party receiving a claim of error and request for adjustment shall have three (3) months to rebut such claim, otherwise the statement shall be adjusted as requested. The time limitations set forth in this Section 5.3 shall not apply in the case of deliberate omission or misrepresentation, mutual mistake of fact or government required rate changes; nor shall the parties other statutory or contractual rights be diminished by this Section.

- 5.4 Delayed Payment. Should Shipper fail to pay all of the amount of any invoice, as herein provided, when such amount is due, interest on the unpaid portion of the invoice shall accrue at the then effective prime interest rate (Chase Manhattan Bank). Transporter may suspend service to any Shipper which is delinquent in payments, provided that Transporter shall give Shipper written notice of the delinquency and of Transporter's intent to suspend if the delinquency is not remedied within fifteen (15) days of the date of the notice. Transporter may terminate service to any Shipper which is delinquent in payments, provided Transporter shall give Shipper written notice of the delinquency and of Transporter's intent to curtail or terminate if the delinquency is not rendered within thirty (30) days of the notice and then only upon written notice to the Commission and, if required by the Commission's regulations, authorization by the Commission.

However, if Shipper in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Transporter such amounts as it concedes to be correct, accompanied by documentation identifying the basis for the dispute, and at any time within thirty (30) days after a demand made by Transporter, shall furnish good and sufficient surety bond, guaranteeing payment to Transporter of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then suspend or terminate service on account of such disputed claim while so secured, until default be made in the conditions of such bond.

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Superseding: 2nd Sub. Original Sheet No. 143
GENERAL TERMS AND CONDITIONS

7. WARRANTY OF TITLE TO GAS

This Section 7 shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or Service Agreement. Shipper (and, where an interconnection agreement between Transporter and Operator is in effect with respect to an inter-connection, Operator) warrants for itself, its agents, its principals, successors and assigns, that it will have, at the time of delivery of gas to Transporter for transportation hereunder, good title or the good right to deliver the gas. Shipper (and Operator, where applicable as set forth above) warrants for itself, its agents, its principals, successor and assigns, that the gas it warrants hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, and except insofar as Shipper or Operator is in breach of its obligations or has an obligation to indemnify and save Transporter harmless pursuant to this Section 7, Transporter agrees to indemnify and save Shipper harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the natural gas during its transportation by Transporter for Shipper's account.

Shipper and Operator each agrees to indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas to Transporter or any required upstream or downstream transportation and to indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery or transportation and which are by law payable by and the obligation of the party making such delivery or performing such transportation.

If Shipper's title or right to deliver gas to be transported, or the title or right to deliver gas of the Operator of a receipt point utilized by Shipper, is questioned or involved in any action, Shipper shall not qualify for or shall be ineligible to continue to receive service hereunder until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service hereunder if Shipper furnishes a bond satisfactory to Transporter. Title to the gas received by Transporter at the receipt point(s) shall not pass to Transporter, except that title to gas delivered for fuel and loss retention or surface operating allowance shall pass to Transporter upon receipt by Transporter.

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GENERAL TERMS AND CONDITIONS

8. FORCE MAJEURE AND REMEDIES

- 8.1 Relief from Liability. No party shall be liable in damages to another for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, block-ades, insurrections riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and re-strains of rulers and peoples, civil disturbances, explosions, power outages, telecommunications failure, breakage or accident to machinery or lines of pipe, line freeze-ups, temporary failure of gas supply, the binding order of any court or governmental authority and any other cause, whether of the kind herein enumerated, or otherwise and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the agreement or some person or concern not a party thereto, not within the reasonable control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.
- 8.2 Liabilities Not Relieved. Such causes or contingencies affecting the performance of any agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of said agreement relieve either party from its obligations to make payments of amounts due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.
- 8.3 Termination of Agreement. If either party shall fail to perform any of the covenants or obligations imposed upon it by an agreement executed pursuant to this Tariff, then in such event the other party may at its option terminate said agreement by proceeding as follows: the party not in default shall cause a

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GENERAL TERMS AND CONDITIONS

8. FORCE MAJEURE AND REMEDIES (Cont'd.)

written notice to be served on the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of thirty (30) days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the agreement shall continue in full force and effect.

In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach within said period of thirty (30) days, the agreement shall terminate; provided, however, that Transporter may not terminate a Service Agreement until it has obtained the authorization required by valid laws, order, rules and regulations of duly constituted authorities having jurisdiction. Any termination of a Service Agreement pursuant to the provisions of this Section 8.3 shall be without prejudice to the right of Transporter to collect any amounts then due to Transporter for services rendered prior to the time of termination, and shall be without prejudice to the right of Shipper to receive any service which it has not received, but for which it has paid prior to the time of termination, and without waiver of any remedy to which the party not in default may be entitled for violations of the Service Agreement.

The provisions of this Subsection 8.3 of Section 8 shall be in addition to such other remedies as would be available under Subsection 5.4 of Section 5 hereof.

- 8.4 Waiver of Claims. Except as expressly provided hereunder, in the absence of negligence or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with:

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First Revised Sheet No. 146 First Revised Sheet No. 146 : Superseded

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GENERAL TERMS AND CONDITIONS

8. FORCE MAJEURE AND REMEDIES (Cont'd.)

- (a) the quality, use or condition of the gas after delivery from Transporter for the account of such Shipper;
- (b) any losses to shrinkage of gas during or resulting from transportation hereunder, and
- (c) all other claims and demands arising out of Transporter's performance of its duties hereunder.

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GENERAL TERMS AND CONDITIONS

9. ELECTRONIC BULLETIN BOARD (Cont'd.)

Transporter shall maintain and retain daily back-up records of the information displayed on the EBB System for three (3) years and permit an EBB System Subscriber to review those records, which will be archived and reasonably accessible electronically. Transporter will periodically delete transactions from the EBB System files when transactions have been completed. Information on the most recent entries will appear ahead of older information.

9.3 General and Detailed Inquiries

An EBB System Subscriber has the option to utilize the EBB System for the purposes of:

(a) General Inquiries

- (1) reviewing and downloading Transporter's Tariff;
- (2) reviewing and downloading nomination forms and instructions;
- (3) reviewing and downloading Transporter's policy statements; and
- (4) reviewing all information on Transporter's transportation transactions required by currently applicable Commission regulations to be displayed on the EBB.

(b) Detailed Inquiries

- (1) reviewing alert boards for any "emergency" conditions that might affect the customer's services through Transporter;
- (2) monitoring available capacity both from the Transporter and capacity released by a customer(s) of the Transporter at receipt points, delivery points, on the mainline and in storage;
- (3) making a nomination for service;
- (4) releasing capacity subject to Section 10;
- (5) bidding for and offering to purchase capacity subject to Sections 10 and 11;

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GENERAL TERMS AND CONDITIONS

9. ELECTRONIC BULLETIN BOARD (Cont'd.)

- (6) imbalance trading with other Transporter customers subject to Section 14; and
- (7) E-mail communication with Transporter personnel and other EBB System Subscribers.

9.4 Available Capacity

- (a) Transporter shall inform EBB System Subscribers, on a timely basis via the EBB System, about the availability of firm and interruptible capacity:

- (1) at Point(s) of Receipt for which Transporter receives real-time measurement information;
- (2) on the Transporter's mainline(s);
- (3) at Point(s) of Delivery for which Transporter receives real-time measurement information; and
- (4) in Transporter's storage system.

The EBB System shall also disclose whether the capacity is available from Transporter directly, or through Transporter's capacity reallocation mechanism as set forth in Section 10 of these General Terms and Conditions.

Transporter will provide on request operationally available capacity separate from unsubscribed capacity.

- (b) Additionally, Transporter shall maintain both in written form and on the EBB System a Master Receipt and Delivery Point List containing the following information for each Point, updated promptly whenever any Point(s) of Receipt or Delivery are added to the system.

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Superseding: Original Sheet No. 149

GENERAL TERMS AND CONDITIONS

9. ELECTRONIC BULLETIN BOARD (Cont'd.)

- (1) Name of the Point of Receipt or Delivery;
 - (2) Meter number of the Point;
 - (3) Location of Point;
 - (4) Operator name and phone number to the extent available;
 - (5) Design capacity; and
 - (6) Any firm capacity already assigned at such point;
- (c) The EBB System will not include as "available capacity" any capacity which would be created by a backhaul, displacement or exchange. A Potential Shipper who wishes to inquire whether there is available capacity on a specific transportation path not shown on the EBB system may make that inquiry to Transporter by an E-Mail message. Transporter will respond to that E-Mail message (or a similar inquiry received by mail, fax, telephone, or in person) by posting an answer on an alert board accessible to all EBB System Subscribers.
- (d) Potential Shippers are cautioned that interruptible capacity which is posted on the EBB system as being "available" can be "bumped" if the holder of firm capacity on that transportation path changes his nomination or reallocates some of his capacity to someone else.

9.5 Charges and Startup

- (a) Any person wishing to become an EBB System Subscriber must pay Transporter a one time administrative fee of \$200 for setup. That charge is exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they will be charged to the EBB System Subscriber's account.
- (b) To receive more information about the EBB System, or to become an EBB system subscriber, call or write to:

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1st Rev. Sub. 2nd Revised Sheet No. 150 1st Rev. Sub. 2nd Revised Sheet No. 150 : Effective
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GENERAL TERMS AND CONDITIONS

9. ELECTRONIC BULLETIN BOARD (Cont'd.)

Gas Supply Department
National Fuel Gas Supply Corporation
10 Lafayette Square
Buffalo, New York 14203
(716) 857-7654

9.6 Intellectual Property Rights

Transporter is the exclusive proprietor of the files of the EBB System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the EBB System under license to Transporter) possesses a copyright or proprietary interest in such materials. An EBB System Subscriber will not by virtue of this section or the executed EBB System agreement acquire any proprietary interests in the files of the EBB System. An EBB System Subscriber will not publish, broadcast, or sell any material retrieved from the files of the EBB System in any manner whatsoever. An EBB System Subscriber, solely for its own use and benefit, may by any electronic, electrical, magnetic, optical, laser, acoustic, compression, or similar transcriptive means make or maintain a copy of any portion of the files of the EBB System.

9.7 Interactivity. Every person who requests to subscribe to the EBB and pays the set-up fee shall become a "Subscriber", and receive a password which is necessary to send E-Mail messages and otherwise utilize the EBB. By accepting assignment of a password, a Subscriber thereby agrees that any E-Mail message (including nominations, requests for service, completed forms and similar documents) sent by that Subscriber via the EBB to Transporter is a legally effective and enforceable communication from that Subscriber, exactly as if that Subscriber had written that communication on paper, signed it by an officer or other authorized person of that Subscriber, and delivered it by hand to Transporter.

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Original Sheet No. 150A Original Sheet No. 150A : Effective

GENERAL TERMS AND CONDITIONS

9. ELECTRONIC BULLETIN BOARD (Cont'd.)

9.8 Nondisclosure

Transporter warrants that, without the express consent of EBB System Subscriber or as required by applicable law or regulation, no Transporter employee or agent will disclose to any third party any information regarding research performed through the use of the EBB System by EBB System Subscriber.

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First Revised Sheet No. 151 First Revised Sheet No. 151 : Superseded

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GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

10.2 Notice Required by Existing Shipper and Transporter:

(a) Notice by Existing Shipper

A firm Shipper that wants to release any or all of its capacity must notify Transporter that it wants to release such capacity and the terms and conditions of such release (hereinafter called "Shipper's Notice"). Such Shipper's Notice may be communicated through Transporter's Electronic Bulletin Board. Such Shipper's Notice shall provide the terms and conditions of the release as follows:

- (i) on a permanent or temporary basis;
- (ii) on a recallable or non-recallable basis;
- (iii) the specific quantity to be released expressed in Dth and as a percentage of the source agreement MDTQ or MSQ, provided that a notice requesting a release of capacity subject to an ESS Service Agreement must be accompanied by a notice requesting a corresponding release of capacity subject to an EFT Service Agreement of a quantity equal to the Maximum Daily Withdrawal Quantity associated with the storage capacity to be released, and for a coincident term,
- (iv) location of capacity to be released, and receipt and delivery points associated therewith, which must be primary receipt and delivery points under the source agreement, or receipt and delivery points as set forth in Section 2.4 of the EFT Rate Schedule, Section 2.4 of the FT Rate Schedule, or Section 2.5 of the FST Rate Schedule;
- (v) the source agreements;
- (vi) the period of time or term, including any right of recall,
- (vii) the length of time the Existing Shipper's notice is to be posted,

GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

- (vi) the period of time or term, including any right of recall;
- (vii) the length of time the Existing Shipper's notice is to be posted, but not later than the time set by Section 10.3(a);
- (viii) any Prearranged Shipper (which must appear on Transporter's approved bidder list) proposed by the Existing Shipper to obtain released capacity under the rates, terms and conditions contained in the Shipper's Notice, and where the term of the proposed release is less than one month, whether the Existing Shipper wants Transporter to solicit bids for the capacity to be released;
- (ix) releasing shipper has choice to specify dollars and cents or percents of maximum tariff rate in the denomination of bids and all transportation service provides should support this; once the choice is made by Releasing Shipper, the bids should comport with the choice;
- (x) the minimum price, if any; any maximum/minimum rates specified by the releasing Shipper should include the tariff reservation rate and all demand surcharges as a total number or stated separately;
- (xi) the standard(s) to be utilized by Transporter for determining the best bid for the capacity to be released and for selecting among more than one "best bid" (if different from the standards set forth at Sections 10.5(a) and 10.5(b) hereof, which standards must be objectively stated, applicable to all Potential Shippers, and non-discriminatory;

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2nd. Sub. First Revised Sheet No. 153 2nd. Sub. First Revised Sheet No. 153 : Superseded
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GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

- (xii) reput rights if any; reput rights should be specified at the time of the deal; reput method and rights are individually negotiated between the Existing Shipper and Replacement Shipper;
 - (xiii) whether volumetric bids or bids based upon other variants of the rates applicable to the capacity to be released are to be solicited;
 - (xiv) whether the Existing Shipper requests the assistance of Transporter's Interstate Marketing Department in locating Potential Shippers for the capacity to be released;
 - (xv) whether the Replacement Shipper will be required to enter into an agreement with the Existing Shipper, and if so, a description of the terms and conditions of such agreement; and
 - (xvi) whether Potential Shippers may submit bids subject to contingencies that extend beyond the posting period applicable to the notice.
- (b) Offers are binding until written or electronic notice of withdrawal is received by Transporter. The releasing party may withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. The withdrawal must be via written notice, facsimile transmission or through the EBB System E-Mail, or via EDI, including an affidavit establishing unanticipated circumstances justifying the withdrawal. A Shipper's Notice of a Prearranged Deal transmitted via EDI must be withdrawn via EDI.

10.3 Posting of Shipper's Notices

- (a) Except as set forth in Section 10.3(b), Shipper may deliver its completed notice to Transporter at any time, but it must be received by Transporter
 - (i) no later than 1:00 p.m. central clock time on the day before nominations for short-term releases (less than five months), and

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Fourth Revised Sheet No. 154 Fourth Revised Sheet No. 154 : Superseded
Superseding: Third Revised Sheet No. 154

GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

- (ii) no later than 1:00 p.m. central clock time four business days before award for long-term releases (five months or longer).

If Shipper provides Transporter with a notice via EDI, Transporter shall post Shipper's completed notice on the EBB System upon receipt or as requested by Shipper. All posted notices shall be accessible via EDI throughout the posting period. If the Shipper requests a posting time, Transporter will support such request insofar as it comports with the standard timeline set forth in this Section 10. Shipper's notice shall remain posted until 2:00 p.m. central clock time on the day before nominations are due (open season is three business days). Bids and offers should be complete before being posted. Only posted bids and offers will be available electronically.

- (b) Where an Existing Shipper's Notice requests a release of capacity to a Prearranged Shipper (i) for a term of 31 days or less and the Existing Shipper has not requested that its notice be posted for purposes of soliciting competitive bids, or (ii) where the Prearranged Shipper offers to pay the maximum rate for the entire term of the proposed release, the notice will be posted for informational purposes only, and not to solicit bids. This Section 10.3(b) shall not be applicable to the posting of Existing Shipper Notices requesting a continuation of a release transaction previously posted for informational purposes only pursuant to clause (i) of this Section 10.3(b), or a renewal of such a previously posted transaction unless at least twenty-eight days have elapsed since the expiration of such transaction. The notice described in this Subsection 10.3(b) may be posted on the EBB System as late as 9:00 a.m. central clock time the day of nominations.

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Second Revised Sheet No. 155 Second Revised Sheet No. 155 : Superseded
Superseding: First Revised Sheet No. 155

GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

10.4 Bidding Procedure

- (a) During the posting period applicable to an Existing Shipper's Notice that is subject to competitive bidding, Transporter will accept bids from Potential Shippers on Transporter's approved bidder list for the capacity proposed to be released. A request to be added to Transporter's approved bidder list must be tendered to Transporter in writing to:

National Fuel Gas Supply Corporation
Room 1401
10 Lafayette Square
Buffalo, New York 14203

Such requests must include the information required by Section 31 of these General Terms and Conditions and by Transporter's Transportation Service Request Form as posted on the EBB System from time to time. To be placed on and to remain on Transporter's approved bidder list, a Potential Shipper must satisfy, initially and on a continuing basis, Transporter's credit requirements as outlined in Section 31 of these General Terms and Conditions, and execute a master service agreement for each service it wishes to bid on.

- (b) Bids may be submitted by Potential Shippers to Transporter via the EBB System or via EDI during the posting period applicable to the Existing Shipper's Notice. Transporter will post the terms of each complete bid, but will not post the identity of the bidder, on the EBB System. Posted bids shall be accessible via EDI. Transporter shall reject bids

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GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

which do not match or exceed any minimum rate or term specified by the Existing Shipper's Notice, or are in other respects incomplete or non-responsive to such notice. Any bid received by Transporter offering to pay rates in excess of Transporter's applicable maximum rates, inclusive of surcharges, shall be treated by Transporter as an offer to pay rates equal to Transporter's applicable maximum rates, inclusive of surcharges, and no payments may be made or accepted at rates in excess of Transporter's applicable maximum rates, inclusive of surcharges. Where the Existing Shipper has specified that volumetric bids or bids based upon other variants of the rates applicable to the capacity to be released will be accepted, any bid which has a one hundred percent (100%) load factor derivative more than the one hundred percent (100%) load factor derivative of the maximum rates applicable to the capacity to be released shall be deemed to be a bid offering to pay rates in excess of Transporter's applicable maximum rates. Potential Shippers may revise their bids during the posting period. Potential Shippers may not submit multiple bids for the same package of capacity. A Prearranged Shipper may match the "best bid" received by Transporter during the posting period between 2:00 p.m. and 3:00 p.m. central clock time on the last day of the posting period.

- (c) Bids are binding until written or electronic notice of withdrawal is received by Transporter. Bids cannot be withdrawn after the bid period ends. Following the withdrawal of a bid, a Potential Shipper may not submit a bid lower than the bid withdrawn during the remainder of the posting period. For this purpose, bids will be determined to be "higher" or "lower" than the withdrawn bid by application of the standard applicable to the determination of best bid, as set forth in Section 10.5.

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GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

10.5 Determination of Best Bid

- (a) Upon the conclusion of the posting period, Transporter shall determine the "best bid" for the capacity described in an Existing Shipper's Notice by applying the standard described by the Existing Shipper pursuant to Section 10.2(a)(x) hereof, or, if no standard was so described, Transporter shall make such determinations according to which bid would generate the revenue stream with the greatest net present value, without assuming any throughput, applying as the discount rate the rate under Section 154.501 of the Commission's regulations. Transporter is required to meet the capacity release timelines for processing capacity reallocations only if the Existing Shipper's best bid methodology is either (i) highest rate, (ii) net revenue, including the default standard provided by this Section 10.5(a), or (iii) present value.
- (b) Where the Existing Shipper's Notice proposes and aggregate release transaction involving capacities on upstream or downstream pipelines, Transporter shall consult with the other pipelines involved in the proposed release transaction following the conclusion of the posting periods of all involved pipelines, and collectively determine the best bid among bidders meeting the requirements of all involved pipelines in accordance with the standard described by the Existing Shipper pursuant to Section 10.2(a)(x) hereof.
- (c) Unless its bid is matched by a Prearranged Shipper, the released capacity shall be allocated to the Potential Shipper submitting the "best bid". If more than one Potential Shipper submits bids that each qualifies as a "best bid", the released capacity will be allocated to the Potential Customer who submitted the "best bid" first in time, unless a different tie-breaking method is specified by the Existing Shipper.

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GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd.)

Shipper with a right to match by 3:00 p.m. central clock time that day. The Prearranged Shipper must communicate to Transporter its desire to match the winning bid by 4:00 p.m. central clock time that day. Transporter will post the award on the EBB System by 5:00 p.m. central clock time that day.

10.6 Tendering and Execution of Service Agreements

The Replacement Shipper initiates confirmation of pre-arranged deals electronically. Transporter shall deliver by 10:00 a.m. central clock time the day of nominations such service agreements (including contract number) to the Potential Shipper or Prearranged Shipper as are necessary to effectuate the release transaction, via the EBB System or via EDI. Transporter must receive the executed service agreement, executed electronically by a password which was issued pursuant to a written request by an officer or principal of Shipper, via the EBB System or via EDI, before Transporter is required to accept a nomination. In the event all necessary service agreements are not executed by the Potential Shipper or Prearranged Shipper and returned to and received by Transporter by 11:00 a.m. central clock time on the day of nominations, the allocation of the released capacity to said Potential Shipper or Prearranged Shipper shall be nullified. In such event, the capacity shall be offered to the Potential Shipper that submitted the best bid, in relation to the applicable standard, from among remaining bids. A potential Shipper other than a Prearranged Shipper failing to timely execute and return its service agreement shall be removed from Transporter's approved bidder list for three (3) months. In the event that a Prearranged Shipper identified in an Existing Shipper's Notice that is exempt from the competitive bidding procedure fails to execute the necessary service agreements within the above described period, Transporter will so advise the

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1st Rev. Third Revised Sheet No. 159 1st Rev. Third Revised Sheet No. 159 : Effective
Superseding: Third Revised Sheet No. 159

GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd)

Shipper but will otherwise have no further obligations with regard to the Existing Shipper's Notice. If the Potential or Prearranged Shipper satisfies Transporter's applicable tariff provisions governing shipper eligibility and its bid is accepted by Transporter, Transporter will execute the necessary service agreements with the Potential or Prearranged Shipper, which shall hereinafter be referred to as the Replacement Shipper.

10.7 Obligations of Existing Customer

The service agreements of the Existing Shipper releasing capacity will remain in full force and effect, with a portion of the proceeds attributable to any release credited to the Existing Shipper's bill as provided in Section 10.9 hereof. The Existing Shipper shall remain liable to Transporter under the terms of its service agreement with Transporter during and irrespective of any assignments of the rights and obligations under the service agreement for all reservation, demand and capacity charges, and any surcharges applicable to such charges, but excluding commodity or usage charges and imbalance penalties.

Where an Existing Shipper proposes to release capacity to a Replacement Shipper for the entire remaining term of the applicable service agreement between Transporter and the Existing Shipper, the Existing Shipper may request Transporter to release the Existing Shipper from any further obligations to Transporter upon the effectiveness of the service agreement between Transporter and the Replacement Shipper. Transporter shall be under no obligation to grant such requests unless the Replacement Shipper (i) agrees to pay for the released capacity of Transporter's maximum rates and (ii) demonstrates to Transporter that it possesses sufficient financial stability, or if it provides such security as is necessary, to make Transporter reasonably secure that the Replacement Shipper will pay for service on a timely basis throughout the remaining term of the service agreement between Transporter and the Existing Shipper. Transporter shall exercise its discretion under this provision in a non-discriminatory manner.

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Original Sheet No. 159A Original Sheet No. 159A : Effective

GENERAL TERMS AND CONDITIONS

10. CAPACITY REALLOCATION (Cont'd)

10.8 Rights and Obligations of Replacement Shippers.

Once the Replacement Shipper enters into a service agreement with Transporter, the Replacement Shipper becomes an Existing Shipper like any other Shipper and is subject to the provisions set forth in this FERC Gas Tariff including all requirements concerning nominations and scheduling. In addition, the Replacement Shipper as an Existing Shipper (hereinafter called a "Secondary Existing Shipper") may also release its capacity pursuant to this section.

10.9 Billing Adjustments

Transporter shall credit the bill of the Existing Shipper with any reservation, demand or capacity charges (including surcharges thereon) billed to a Replacement Shipper utilizing capacity released by the Existing Shipper; provided, however, that should a Replacement Shipper (including a Replacement Shipper of any Secondary Existing Shipper) default on its obligation to make timely payment for the charges billed by Transporter, such credit shall be reversed, as of the date the credit was made, and the Existing Shipper shall be liable for such charges, together with interest as set forth in Section 5.4 of these General Terms and Conditions. The bill of the Existing Shipper shall be credited with any reservation, demand or capacity charges (including surcharges thereon) received by Transporter subsequent to the reversal of such credit.

10.10 Marketing Assistance

If the Existing Shipper requests the assistance of Transporter's Interstate Marketing Department in locating a replacement shipper, a representative from such department shall contact the Existing Shipper and discuss the services that are available at such time and the fees for such services. If the Existing Shipper and Transporter enter into a mutually agreeable marketing assistance arrangement, Transporter shall bill the Existing Shipper according to the terms of such agreement.

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Original Sheet No. 159B Original Sheet No. 159B : Effective

GENERAL TERMS AND CONDITIONS

11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT

11.1 Eligible Service Agreements. To the extent a Shipper satisfies the bid matching requirements of this Section 11 or Transporter and Shipper reach agreement as contemplated by Section 11.6, such Shipper may retain its capacity and continue to receive firm service under a long-term firm service agreement under the FT, EFT, FST, ESS or FSS Rate Schedules for which Transporter has served notice of termination. If Transporter receives one or more acceptable bids for such capacity and Shipper does not satisfy the bid matching requirements of this Section 11 or if Transporter does not receive any acceptable bids for such capacity and Transporter and Shipper do not reach agreement as contemplated by Section 11.6, Shipper shall no longer have, as of the effective date of Transporter's notice of termination, rights under the long-term firm service agreement for which Transporter has served notice of termination and Transporter shall have all necessary abandonment authorizations under the Natural Gas Act. This Section 11 is not applicable and Shipper shall have no rights hereunder to the extent the long-term service agreement is terminated by Shipper and Transporter shall have all necessary abandonment authorization under the Natural Gas Act. Short-term service agreements under the FT, EFT, FST, FSS and ESS Rate Schedules are not subject to the abandonment protection of this Section 11. Upon termination of a short-term service agreement, Transporter shall have all necessary abandonment authorization under the Natural Gas Act effective as of such termination date. For purposes of this Section 11, the term "long-term service agreement" shall include any service agreement with a primary or extended term of one (1) year or longer, and the term "short-term service agreement" shall include any service agreement with a primary or extended term of less than one (1) year.

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Third Revised Sheet No. 160 Third Revised Sheet No. 160 : Superseded
Superseding: Second Revised Sheet No. 160

GENERAL TERMS AND CONDITIONS

11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT (Cont'd)

11.2 Posting of Notices of Termination. When Transporter provides a notice of termination of a long-term service agreement under the FT, EFT, FST, FSS or ESS Rate Schedules, within thirty (30) days of the issuance by Transporter of such notice of termination, but no earlier than six (6) months prior to the date by which notice of termination must be provided under the agreement. Transporter shall post on its Electronic Bulletin Board the following information:

- (a) Point(s) of Receipt and Point(s) of Delivery,
- (b) the specific quantity available under the terminated contract,
- (c) the date of expiration,
- (d) the current maximum rate applicable to the terminated service.

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FERC Docket: RP97-201-000

First Revised Sheet No. 163 First Revised Sheet No. 163 : Superseded
Superseding: Original Sheet No. 163

GENERAL TERMS AND CONDITIONS

11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT (Cont'd.)

capacity and continue to receive service at the applicable maximum rates, or at a rate between the minimum and maximum negotiated by Transporter and Shipper, for a term specified by Shipper. In the event Transporter and Shipper have not reached agreement on the terms and conditions under which service will be extended for Shipper before the later of the date which is two (2) months following the date of Transporter's notice to Shipper that no acceptable bids have been received, then Transporter shall have all necessary abandonment authorization under the Natural Gas Act as of the date of termination of the long-term service agreement.

- 11.7 Special Provisions Concerning Agreements With Terms of Two Years or Less. If the primary or extended term of Shipper's service agreement, whichever is applicable, is two (2) years or less, the five (5) month posting period described in Subsection 11.3 will not apply, and a two (2) month posting period will apply in lieu thereof, and the deadline by which Transporter and Shipper must reach agreement on the terms and conditions under which service will be extended as described in Subsection 11.6 will be the date which is one (1) month following the date of Transporter's notice to Shipper that no acceptable bids have been received. Except as set forth in this Subsection 11.7, the provisions of Subsections 11.1-11.6 shall be applicable to all long-term service agreements.

12. UPSTREAM CAPACITY

Where Transporter, pursuant to a certificated exchange agreement, may cause another pipeline to receive gas associated with a source of Appalachian production at one or more points of receipt ("Exchange Points") and deliver such gas to Transporter, such Exchange Points may be used by a Shipper receiving service under the FT, EFT, FST, IT, or IAS Rate Schedule as a receipt point, subject to the terms and conditions set forth in such Rate Schedule. Transporter shall pass-through any costs and retainages imposed by such other pipeline to the Shippers using Exchange Points as receipt points, on an as-billed basis.

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FERC Docket: RP97-201-000

First Revised Sheet No. 164 First Revised Sheet No. 164 : Superseded
Superseding: Sheet Nos. 164 through 180

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Original Sheet No. 164
Sub. Original Sheet Nos. 165 and 166
First Revised Sheet No. 167
2nd Sub. Original Sheet No. 168
First Revised Sheet No. 169
Sub. Original Sheet No. 170
2nd Sub. Original Sheet No. 171
Sub. Original Sheet No. 172
2nd Sub. Original Sheet No. 173
Sub. Original Sheet No. 174
2nd Sub. Original Sheet No. 175
Sub. Original Sheet No. 176 and 177
2nd Sub. Original Sheet No. 178
Sub. Original Sheet No. 179
First Revised Sheet No. 180

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

Sub. Original Sheet No. 165 Sub. Original Sheet No. 165 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

(d) When an increment of upstream capacity is rejected by a former RQ or CD customer (either affirmatively or by failing to execute necessary documentation), Transporter shall give notice on its Electronic Bulletin Board of such rejection. For a period of three (3) business days following any such notice, another former RQ or CD customer may notify Transporter of its desire to exchange its right to take assignment of an equal amount of other upstream capacity for the rejected capacity, and to exchange corresponding receipt entitlements under Transporter's EFT Rate Schedule. Upon the conclusion of such three (3) business day period, the former RQ or CD customer making such notification shall acquire the right to take assignment of the requested increment of upstream capacity, the upstream capacity exchanged therefor shall be deemed to have been rejected by such customer, and the EFT receipt entitlements of the requesting and rejecting customer shall be adjusted accordingly. The rejection of an increment of capacity by a former RQ or CD customer shall be deemed to include the customer's consent to such a corresponding adjustment of EFT receipt entitlements. If more than one former EFT customer requests assignment of the same increment of rejected upstream capacity, the right to take assignment of such capacity shall be apportioned among the requesting customers in proportion to their respective Contract Maximum Daily Quantities under the EFT Rate Schedule. All exchanges of upstream capacity and EFT receipt entitlements consummated in accordance with the procedures set forth in this Subsection 12.3(d) between April 1, 1993 and August 1, 1993 shall be effective as of August 1, 1993.

12.4 Subsequent Assignments. Following the initial assignments described in Subsection 12.3 of this Section 12, Transporter shall give notice on its Electronic Bulletin Board of any remaining upstream capacity that is available for permanent assignment as of August 1, 1993. Upstream capacity will be assigned on a first-come first-served basis according to the date Transporter receives from a requesting assignee a request describing the capacity described, which must include evidence

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

satisfactory to Transporter that the requesting assignee has received all consents and approvals as are necessary to effectuate an assignment meeting the requirements of Subsection 12.2 of this Section 12.

- 12.5 Purchases Under Remaining Bundled Sales Contracts. If, upon August 1, 1993, Transporter remains a bundled, firm sales customer of an upstream pipeline such bundled, firm sales contract or portion thereof shall not be made available for assignment pursuant to Subsection 12.4 of this Section 12, but shall be retained by Transporter until assignment to its former RQ and CD customers can be arranged or until the bundled sales contract is converted into a firm transportation and/or firm storage contract, whereupon Transporter's former RQ and CD customers may again seek an assignment of capacity as set forth in Subsection 12.3 of this Section 12. Prior to the assignment or conversion of the capacity associated with such bundled sales contract, the firm transportation service provided by Transporter to Shipper shall include the sale by Transporter to Shipper of the gas purchased by Transporter from the upstream pipeline. Such sale shall occur at the interconnection(s) between Transporter and the upstream pipeline. For such sales service, Transporter shall bill to its former RQ and CD customers, on an as-billed basis, such amounts as are necessary to fully recover the costs incurred by Transporter under such upstream pipeline contract, including all surcharges, refunds and other adjustments, regardless of when imposed or authorized. Demand and other fixed charges billed by the pipelines listed below shall be allocated among its former RQ and CD customers according to the percentages set forth in the table below. Upon the request of a former RQ or CD customer, Transporter shall arrange for the purchase of quantities of gas from one or more of the pipelines listed below, up to the quantities shown below, and the delivery of such quantities at the customer's receipt point(s) into Transporter's system. Commodity and other variable charges billed by the pipelines listed below shall be allocated among Transporter's former RQ and CD customers in proportion to the quantities purchased by Transporter at the request of each customer.

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FERC Docket: RP95- 83-000

First Revised Sheet No. 167 First Revised Sheet No. 167 : Superseded
Superseding: 4th Sub. Original Sheet No. 167

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

National Fuel Gas Distribution Corporation

CNG

Quantity (Dth/Day)	150,107
Percentage (%)	91.67%

Columbia

Quantity (Dth/Day)	1,494
Percentage (%)	50.49%

Tennessee CD-4

Quantity (Dth/Day)	47,630
Percentage (%)	87.72%

Tennessee CD-5

Quantity (Dth/Day)	21,055
Percentage (%)	83.47%

Town of Rushford

CNG

Quantity (Dth/Day)	0
Percentage (%)	0

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	9
Percentage (%)	0.02%

Tennessee CD-5

Quantity (Dth/Day)	5
Percentage (%)	0.02%

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

2nd Sub. Original Sheet No. 168 2nd Sub. Original Sheet No. 168 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

North East Heat & Light Company

CNG		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Columbia		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Tennessee CD-4		
Quantity (Dth/Day)	656	
Percentage (%)	1.21%	
Tennessee CD-5		
Quantity (Dth/Day)	362	
Percentage (%)	1.44%	

Peoples Natural Gas Company

CNG		
Quantity (Dth/Day)	5,799	
Percentage (%)	3.54%	
Columbia		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Tennessee CD-4		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Tennessee CD-5		
Quantity (Dth/Day)	0	
Percentage (%)	0	

Effective Date: 10/15/1993 Status: Effective
FERC Docket: RP95- 83-000

First Revised Sheet No. 169 First Revised Sheet No. 169 : Superseded
Superseding: 4th Sub. Original Sheet No. 169

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Clarion River Gas Company

CNG		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Columbia		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Tennessee CD-4		
Quantity (Dth/Day)	12	
Percentage (%)	0.02%	
Tennessee CD-5		
Quantity (Dth/Day)	10	
Percentage (%)	0.04%	

Eastern Natural Gas

CNG		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Columbia		
Quantity (Dth/Day)	1,465	
Percentage (%)	49.51%	
Tennessee CD-4		
Quantity (Dth/Day)	652	
Percentage (%)	1.20%	
Tennessee CD-5		
Quantity (Dth/Day)	363	
Percentage (%)	1.44%	

Effective Date: 08/01/1993 Status: Effective
FERC Docket: RS92- 21-004

Sub. Original Sheet No. 170 Sub. Original Sheet No. 170 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Brooklyn Union Gas Company

CNG
Quantity (Dth/Day) 2,537
Percentage (%) 1.55%

Columbia
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-4
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-5
Quantity (Dth/Day) 0
Percentage (%) 0

Consolidated Edison Co. N.Y.

CNG
Quantity (Dth/Day) 0
Percentage (%) 0

Columbia
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-4
Quantity (Dth/Day) 708
Percentage (%) 1.30%

Tennessee CD-5
Quantity (Dth/Day) 388
Percentage (%) 1.54%

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

2nd Sub. Original Sheet No. 171 2nd Sub. Original Sheet No. 171 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Elizabethtown Gas Company CDS-4

CNG		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Columbia		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Tennessee CD-4		
Quantity (Dth/Day)	151	
Percentage (%)	0.28%	
Tennessee CD-5		
Quantity (Dth/Day)	84	
Percentage (%)	0.33%	

Elizabethtown Gas Company CDS-7

CNG		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Columbia		
Quantity (Dth/Day)	0	
Percentage (%)	0	
Tennessee CD-4		
Quantity (Dth/Day)	1,391	
Percentage (%)	2.56%	
Tennessee CD-5		
Quantity (Dth/Day)	770	
Percentage (%)	3.05%	

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FERC Docket: RS92- 21-004

Sub. Original Sheet No. 172 Sub. Original Sheet No. 172 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

New Jersey Natural Gas Company

CNG

Quantity (Dth/Day)	2,586
Percentage (%)	1.58%

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-5

Quantity (Dth/Day)	0
Percentage (%)	0

Public Service Electric & Gas

CNG

Quantity (Dth/Day)	2,716
Percentage (%)	1.66%

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-5

Quantity (Dth/Day)	479
Percentage (%)	1.90%

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

2nd Sub. Original Sheet No. 173 2nd Sub. Original Sheet No. 173 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Boston Gas Company

CNG

Quantity (Dth/Day)	0
Percentage (%)	0

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	1,174
Percentage (%)	2.16%

Tennessee CD-5

Quantity (Dth/Day)	651
Percentage (%)	2.58%

Bristol and Warren Gas Company

CNG

Quantity (Dth/Day)	0
Percentage (%)	0

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-5

Quantity (Dth/Day)	0
Percentage (%)	0

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

Sub. Original Sheet No. 174 Sub. Original Sheet No. 174 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Colonial Gas Company

CNG

Quantity (Dth/Day) 0
Percentage (%) 0

Columbia

Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-4

Quantity (Dth/Day) 111
Percentage (%) .20%

Tennessee CD-5

Quantity (Dth/Day) 56
Percentage (%) .22%

Commonwealth Gas Company

CNG

Quantity (Dth/Day) 0
Percentage (%) 0

Columbia

Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-4

Quantity (Dth/Day) 569
Percentage (%) 1.05%

Tennessee CD-5

Quantity (Dth/Day) 316
Percentage (%) 1.25%

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

2nd Sub. Original Sheet No. 175 2nd Sub. Original Sheet No. 175 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Connecticut Natural Gas Company

CNG		
Quantity (Dth/Day)		0
Percentage (%)		0
Columbia		
Quantity (Dth/Day)		0
Percentage (%)		0
Tennessee CD-4		
Quantity (Dth/Day)	348	
Percentage (%)	.64%	
Tennessee CD-5		
Quantity (Dth/Day)	193	
Percentage (%)	.77%	

Granite State Gas Transmission, Inc.

CNG		
Quantity (Dth/Day)		0
Percentage (%)		0
Columbia		
Quantity (Dth/Day)		0
Percentage (%)		0
Tennessee CD-4		
Quantity (Dth/Day)	286	
Percentage (%)	.53%	
Tennessee CD-5		
Quantity (Dth/Day)	158	
Percentage (%)	.63%	

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

Sub. Original Sheet No. 176 Sub. Original Sheet No. 176 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Town of Middleborough

CNG
Quantity (Dth/Day) 0
Percentage (%) 0

Columbia
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-4
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-5
Quantity (Dth/Day) 0
Percentage (%) 0

North Attleboro Gas Company

CNG
Quantity (Dth/Day) 0
Percentage (%) 0

Columbia
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-4
Quantity (Dth/Day) 0
Percentage (%) 0

Tennessee CD-5
Quantity (Dth/Day) 0
Percentage (%) 0

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

Sub. Original Sheet No. 177 Sub. Original Sheet No. 177 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Providence Gas Company

CNG		
Quantity (Dth/Day)		0
Percentage (%)		0

Columbia		
Quantity (Dth/Day)		0
Percentage (%)		0

Tennessee CD-4		
Quantity (Dth/Day)		0
Percentage (%)		0

Tennessee CD-5		
Quantity (Dth/Day)		0
Percentage (%)		0

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

2nd Sub. Original Sheet No. 178 2nd Sub. Original Sheet No. 178 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

The Southern Connecticut Gas Company

CNG

Quantity (Dth/Day)	0
Percentage (%)	0

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	270
Percentage (%)	.50%

Tennessee CD-5

Quantity (Dth/Day)	150
Percentage (%)	.59%

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-004

Sub. Original Sheet No. 179 Sub. Original Sheet No. 179 : Superseded

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

Yankee Gas Services Company

CNG

Quantity (Dth/Day)	0
Percentage (%)	0

Columbia

Quantity (Dth/Day)	0
Percentage (%)	0

Tennessee CD-4

Quantity (Dth/Day)	333
Percentage (%)	.61%

Tennessee CD-5

Quantity (Dth/Day)	185
Percentage (%)	.73%

12.6 Recovery of Stranded Costs. If upstream firm capacity is not assigned pursuant to this Section 12 or Section 10, Transporter shall recover the costs associated with such stranded upstream capacity as a transition cost pursuant to Section 21.

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FERC Docket: RP95- 31-011

First Revised Sheet No. 180 First Revised Sheet No. 180 : Superseded

Superseding: Original Sheet No. 180

GENERAL TERMS AND CONDITIONS

12. UPSTREAM CAPACITY (Cont'd.)

12.7 Available Upstream Firm Transportation Capacity. The following upstream arrangements are available for assignment pursuant to this Section 12:

Pipeline	Service	Quantity (Dth/Day)	Expiration Date
Tennessee	CD-4	54,300	11/1/2000
	CD-5	25,225	11/1/2000
	FTB-5	75,000	11/1/2000
	FTB-4	125,000	11/1/2000
	T-1	30,750	10/31/92
Transco	FT	26,332	10/31/2004
Texas Eastern	CD	56,308	11/1/99
	FT	23,209	11/1/99
Columbia	CDS-6	2,926	11/1/2004
	CDS-7	34	11/1/2004
	FTS	6,263	10/31/2004
	FSS	18,417	10/31/2004
CNG	RQ	163,906	12/31/93

12.8 Special Provision regarding certain exchange agreements.

Where Transporter, pursuant to a certificated exchange agreement, may cause another pipeline to receive gas associated with a source of Appalachian production at one or more points of receipt ("Exchange Points") and deliver such gas to Transporter, such Exchange Points may be used by a Shipper receiving service under the FT, EFT, FST, IT, or IAS Rate Schedule as a receipt point, subject to the terms and conditions set forth in such Rate Schedule. Transporter shall pass-through any costs and retainages imposed by such other pipeline to the Shippers using Exchange Points as receipt points, on an as-billed basis.

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FERC Docket: RP97-201-002

2nd Sub. First Revised Sheet No. 181 2nd Sub. First Revised Sheet No. 181 : Superseded
Superseding: 1st Rev. 2nd Sub. Original Sheet No. 181

GENERAL TERMS AND CONDITIONS

13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE

13.1 Nominations. Upon Transporter's acceptance of Shipper's Service Request and Transporter's and Shipper's execution of a service agreement, Shipper shall be entitled to make nominations for transportation service, as provided herein.

No transportation service will commence unless and until Transporter has received a completed "Customer Nomination" and Shipper has been advised by Transporter that the service may commence. All standard and intra-day nominations for transportation service shall be made either via facsimile transmission or via EDI. Transporter shall not be required to accept any purported nomination received via mail, written notice, courier service, personal delivery or telephone.

The completed Customer Nomination shall include a notation indicating whether it is submitted as a standard or intra-day nomination. The standard quantity for nominations, confirmations and scheduling shall be dekatherms per day. A nomination requesting modifications to an existing nomination need reflect only the proposed changes and the proposed effective date and time.

Transporter will support a seven-day-a-week, twenty-four-hours-a-day nomination process. It is recognized that the success of seven days a week, twenty four-hour a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites, but should be available by telephone or beeper.

Effective June 1, 1997, nominations for the receipt of gas by Transporter shall be accepted by Transporter only if the point of receipt is either (i) an interconnection with another interstate pipeline whose FERC Gas Tariff incorporates the GISB Standards, or (ii) an interconnection with an Operator that is a party to a currently effective Interconnection Agreement with Transporter applicable to such interconnection. The form of Interconnection Agreement is set forth herein beginning at Tariff Sheet No. 336.

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Alt. Second Revised Sheet No. 182 Alt. Second Revised Sheet No. 182 : Superseded
Superseding: First Revised Sheet No. 182

GENERAL TERMS AND CONDITIONS

13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (Cont'd.)

- (a) Standard Nominations. A "standard nomination" is a nomination for transportation service beginning at the start of a day and ending at the end of a day. All nominations should include shipper defined begin dates and end dates. All nominations excluding intra-day nominations should have roll-over options. Specifically, shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract. A standard nomination should be based on a daily quantity, and may be modified either by a superseding standard nomination or by an intra-day nomination as described in Section 13.1(b). A standard nomination which is superseded by an intra-day nomination shall, at the conclusion of the day on which the intra-day nomination was in effect, revert to the quantities, locations and end date submitted in the superseded standard nomination. A standard nomination which is superseded by a standard nomination shall, at the conclusion of the end date in the superseding standard nomination, revert to the quantities, locations and end date submitted in the superseded standard nomination.
- (b) Intra-day Nominations. If Shipper desires to initiate or modify transportation service effective at any time at or after 1:00 p.m. central clock time on the effective day of the nomination, Shipper shall provide Transporter with a completed Customer Nomination specifying the effective date and time, and received by Transporter at least two hours before gas flow, subject to confirmation received by Transporter no later than one hour before gas flow that the delivering and receiving parties will implement such revision and adjust gas flows accordingly. An intra-day nomination should be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. The interconnected parties must agree on the hourly flows of the intra-day nomination, if not otherwise addressed in Transporter's contract or tariff. An intra-day nomination shall span only a single day, terminating at the conclusion of the day on which the intra-day nomination is effective. Intra-day nominations will be processed after timely standard nominations have been

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GENERAL TERMS AND CONDITIONS

13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (Cont'd.)

scheduled. Transporter shall not be required to accept an intra-day nomination whose effect would be to reschedule quantities of gas flowing for other Shippers under standard nominations. Transporter shall schedule an intra-day nomination to the extent that capacity is available. No intra-day nomination shall be for a quantity that is less than the quantity of gas that has been scheduled to flow on such day prior to the effective time of such intra-day nomination. The last intra-day nomination received with respect to a day shall be deemed to be the valid nomination for such day and shall supersede any previous nomination for such day.

- (c) Validation and Confirmation. The standard nominations timeline should be as follows: 11:30 am central clock time for nominations leaving the control of the nominating party; 11:45 am for receipt of nominations by Transporter; noon central clock time for a quick response; 3:30 PM for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 PM for receipt of scheduled quantities by Shipper and point operator (central clock time on the day prior to flow). In addition, at the end of each day Transporter shall make available to Shippers, via EDI, information containing scheduled intra-day nominations and any other scheduling changes. The process (excluding timelines) of quick response, confirming with upstream and downstream parties and scheduling also applies to intra-day nominations.

Transporter, as receiver of a nomination, initiates confirmation with the caveat that the receiver of the confirmation may relieve Transporter of the obligation to send. The sending party should adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. At a receipt or delivery point, the "lesser of" rule (confirmed or nominated flow) applies when confirming. If no communication is received, the lesser of the new nomination or previously scheduled quantity applies.

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GENERAL TERMS AND CONDITIONS

13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (Cont'd.)

- (d) Other Nominations. At its option, Transporter may accept nominations which are not timely, or are not transmitted via facsimile transmission or EDI, but Transporter shall not be required to comply with the standard nomination timelines set out in Section 13.1(c) of these General Terms and Conditions with respect to such nominations. Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

- (e) Pooling at Appalachian Production Receipt Points. Any Shipper or Operator may request the creation of a pool of certain Appalachian production receipt points on Transporter's system by submitting to Transporter, in writing on or before 9:00 central clock time the 20th day of the month preceding the desired effective date, a Pool Operator Confirmation signed by the Operators at each receipt point within the proposed pool and, if different, by the proposed pool operator. A list of the Appalachian production receipt points currently eligible for pooling (which is subject to change from time to time in Transporter's sole discretion), and the corresponding pooling zone, can be obtained via the EBB System. Pools will be established for a month and shall continue from month-to-month thereafter until terminated by the pool operator or by Transporter by notice at least ten

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13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (Cont'd.)

days before the effective date of termination. The Operator of a receipt point may withdraw his point by notice to Transporter at least ten days before the effective date of withdrawal. All the receipt points in a single pool must be within one of the following "pooling zones":

Pooling Zone Name	State
M&N System	PA
Pennsylvania Non-Gathering	PA
Pennsylvania Gathering	PA
New York Non-Gathering	NY
New York Gathering	NY

Any eligible receipt point within a pooling zone may be pooled with any other eligible receipt point in that pooling zone. A receipt point shall be associated with one pool only. While a receipt point is included within a pool, Shippers must nominate from the pool instead of the receipt point. The pool operator shall confirm nominations from the pool with Transporter. As a part of the scheduling process Transporter may require Shipper to adjust nominations from a pool to reflect Transporter's best estimate of associated production volumes within that pool. Pool operators must submit a pre-determined allocation form described in Section 14.5 of these General Terms and Conditions prior to the beginning of each month, applicable to the pool as a whole and not to individual receipt points within the pool. In the absence of a timely predetermined allocation form, Transporter shall allocate receipts from the pool among service agreements on a pro-rata basis. Transporter shall schedule receipts from an Appalachian pool as secondary receipt points, unless all receipt points within the pool are primary receipt points.

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GENERAL TERMS AND CONDITIONS

13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (Cont'd.)

- (f) Pooling at Pipeline Interconnections. A Shipper who is delivering gas into Transporter's system from more than one contract on an interconnecting interstate or intrastate pipeline at a single receipt point may request the creation of a pool of gas at that point by submitting to Transporter in writing on or before 9:00 a.m. central clock time on the 20th day of the month preceding the desired effective date, a Pool Operator Confirmation signed by Shipper and, if different, by the proposed pool operator. Pools will be established for a month and shall continue from month-to-month thereafter until terminated by the pool operator or by Transporter by notice at least ten days before the effective date of termination. Shippers shall nominate from the pool instead of from the individual upstream contracts within the pool. The pool operator shall confirm nominations to and from the pool with Transporter. As part of the scheduling process, Transporter may require Shippers to adjust nominations from a pool to reflect scheduled receipts into Transporter's system.

- 13.2 Scheduling. When deemed necessary by Transporter, Transporter may require confirmation from any Operator that scheduled receipts and deliveries will occur prior to scheduling receipts and deliveries on its system. Transporter may decline to schedule receipts and deliveries through segments of its system if such action is required in Transporter's judgment by weather or the necessity to conduct maintenance, repair or replacement activities with regard to its facilities, to schedule Department of Transportation compliance activities, to install taps, to test storage fields, operational equipment, compressors or compressor station equipment, or similar activities affecting capacity and operations of portions of its system, or as a result of conditions of force majeure, as described at Section 8.1 of these General Terms and Conditions. Transporter shall schedule receipts and deliveries of gas for shippers in a sequence that is the reverse of the order in which capacity is curtailed pursuant to Sections 16.1, 16.2 and 16.3 of these General Terms and Conditions, provided, however, that Transporter shall notify each

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13. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (Cont'd.)

Shipper whose interruptible or overrun service would not be scheduled only because its service agreement specifies a discounted rate, and provide such Shipper with one opportunity to offer to pay a higher rate. If such Shipper agrees to pay a higher rate within the time period specified by Transporter in its notice to Shipper (which shall in no event be less than two (2) hours), such Shipper's nomination will have the scheduling priority commensurate with such higher rate.

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GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES

14.1 Introduction. Imbalances result whenever the amount of gas a Shipper receives from Transporter's system differs from the amount that Shipper delivered into Transporter's system (net of various adjustments). Imbalances can result from a difference between the amount of gas nominated at a particular receipt or delivery point and the amount of gas measured actually passing through that point. This Section 14 describes Transporter's methodology for allocating shortfalls and overruns at receipt and delivery points, and includes the various control measures intended to discourage, minimize and correct imbalances. Scheduled receipts and deliveries will be the basis for allocation of actual deliveries or receipts. The allocation methodology applied to actual deliveries or receipts shall be determined in accordance with an Operational Balancing Agreement as set forth in Section 14.2 hereof, information supplied by Shipper or other entities as set forth in Sections 14.3(b) and 14.4(b) hereof, or the default methodologies set forth in Sections 14.3(c) and 14.4(c) hereof.

14.2 Operational Balancing Agreements

- (a) Any imbalances arising under any transportation agreement between Shipper and Transporter that are attributable to variances (1) between actual receipts of natural gas and scheduled receipts of natural gas at receipt points into Transporter's system, or (2) between actual deliveries of natural gas and scheduled deliveries of natural gas at delivery points from Transporter's system, which receipt and/or delivery points are subject to Operational Balancing Agreements, as more fully described in subsection (b) hereof, on the day or days such variances arise, will be resolved by Transporter pursuant to the terms of the applicable Operational Balancing Agreement and Shipper shall not be subject to any imbalance charges or penalties pursuant to its service agreements with Transporter for such imbalances.

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14. ALLOCATION AND IMBALANCES (Cont'd.)

- (b) For the purpose of minimizing operational conflicts between various pipeline facilities with respect to the delivery of gas to and from Transporter's facilities, Transporter is willing to negotiate and execute Operational Balancing Agreements with Operators that are not among parties described in Section 14.2(c)(i)-(iv) hereof (herein called the OBA Party). Transporter is also willing to negotiate with any other party which does not qualify to be an OBA Party as defined above, toward an Operational Balancing Agreement which would provide Transporter with assurances equivalent to those contained in the above definition of an OBA Party. Such Operational Balancing Agreements shall specify the gas custody transfer procedures to be followed by Transporter and the OBA Party for the scheduling of quantities to be received by Transporter at receipt points and delivered by Transporter at delivery points. Such Operational Balancing Agreements will provide that any variance between actual quantities and scheduled quantities for any day shall be resolved in-kind promptly pursuant to the terms of the Operational Balancing Agreement.

To facilitate such determination of variances on a timely basis, Transporter and the OBA Party will agree in the Operational Balancing Agreement on necessary and timely measurement, reporting and accounting procedures. Transporter shall post on the Electronic Bulletin Board System those receipt and delivery points which are subject to an Operational Balancing Agreement.

- (c) It is Transporter's intent to negotiate and execute Operational Balancing Agreements on a non-discriminatory basis with any OBA Party. However, Transporter shall have no obligation to negotiate and execute Operational Balancing Agreements with any party that:

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14. ALLOCATION AND IMBALANCES (Cont'd.)

- (i) is not sufficiently creditworthy to qualify for transportation service under Transporter's FT Rate Schedule of a Maximum Daily Transportation Quantity equal to the sum of the delivery capacities of the receipt and delivery points that would be subject to the Operational Balancing Agreements, and for purposes of Section 3.2 of the FT Rate Schedule, the cost of performing the service requested by Shipper for a three-month period would be arrived at by multiplying one-half (1/2) of the Negative Imbalance Cash-Out Price specified in Section 14.10(a) hereof by forty-five (45) times the daily delivery capacity of such receipt and delivery points;
 - (ii) does not maintain a dispatching operation which is staffed on a continuous, around-the-clock basis 365 days per year;
 - (iii) would result in the imposition of substantial additional regulatory requirements upon Transporter; or
 - (iv) does not commit to timely determination of variances based on reasonably available measurement technology.
- (d) Nothing in this Section 14.2 nor any executed Operational Balancing Agreement shall limit Transporter's rights to take action as may be required to adjust receipts and deliveries under any transportation agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Transporter's system, including maintenance of service to higher priority Shippers and/or service.

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14. ALLOCATION AND IMBALANCES (Cont'd.)

At interconnections between the facilities of Transporter and another interstate pipeline or intrastate pipeline, or in the absence of such designee(s) at another receipt point, Transporter will rely:

- (A) upon information received from the delivering entity; or
- (B) in the absence of information received from the delivering entity, upon information received from Shippers on the delivering entity; or
- (C) in the absence of information received from the delivering entity or Shippers thereon, upon information received from the upstream supplier;

Provided, however, that Transporter will not rely upon information concerning any day received after 12:00 p.m. on the immediately previous day, or if reliance upon that information would be inconsistent with Transporter's tariff, be difficult to administer, create imbalances (in concert with instructions for corresponding delivery meters), force Transporter to operate in violation of its tariff, or be based upon the allocation of a delivery meter off a downstream party's system.

The Pre-Determined Allocation Methodology Form appearing at Section 14.5 hereof may be used for conveying such information.

- (ii) If the procedures in Subsection 14.3(b) (i) above are not sufficient to allocate receipts, the following default procedure shall apply. If the quantities received by Transporter for all Shippers at a receipt point, or the balance thereof remaining for allocation to a given service, is other than the sum of the scheduled receipts at that point under the applicable rate

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14. ALLOCATION AND IMBALANCES (Cont'd.)

schedules, receipts will be prorated among Shippers on the basis of the receipts scheduled by Transporter for each Shipper under all rate schedules.

(c) Allocation of Receipts Among Services.

- (i) Where a Shipper proposes to deliver gas to Transporter at a receipt point or a combination of receipt points under more than one Rate Schedule or agreement, Transporter may require such Shipper to instruct Transporter with regard to the allocation of Shipper's allocated share of receipts among services. Shipper shall provide or cause its designee to provide Transporter with the instructions set forth in this Section prior to the initiation of service and prior to each month of service thereafter. Such information shall be supplied to Transporter utilizing the "Pre-Determined Allocation Methodology Form" (see Section 14.5 hereof) by 12:00 P.M. on the day prior to commencement of service. If reasonably practicable, Transporter will allocate receipts among services in accordance with such instructions.
- (ii) If the procedures set forth in Subsection 14.3(c) (i) above are not sufficient to allocate receipts among services, the following default procedure shall apply. When Transporter receives, at any one receipt point, on the same day, gas for the account of Shipper under more than one rate schedule, Transporter's actual receipts will be allocated, for billing and gas accounting purposes, first to scheduled receipts under the IAS Rate Schedule, second to scheduled receipts under the FT and FST Rate Schedules, third to scheduled receipts under the SS-1 and SS-2 Rate Schedule, fourth to receipts under the EFT Rate Schedule, and fifth to scheduled receipts under the IT Rate Schedule.

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14. ALLOCATION AND IMBALANCES (Cont'd.)

14.4 Allocation of Deliveries.

(a) General

Transporter will use the best information it has available in order to allocate deliveries among Shippers and services. Transporter strongly encourages Shippers to complete and submit a Pre-Determined Allocation Methodology Form as described in Section 14.5 hereof.

(b) Allocation of Deliveries Among Shippers

- (i) Where more than one Shipper requests deliveries of gas from Transporter at a delivery point other than an interconnection between the facilities of Transporter and another interstate pipeline, intrastate pipeline or local distribution company, Transporter may require such Shippers to instruct Transporter with regard to the allocation of such Shippers' respective allocated shares of deliveries. Such Shippers shall provide or cause their designee(s) to provide Transporter with the instructions set forth in this section prior to the initiation of service and prior to each month of service thereafter. Such information shall be provided to Transporter using the Pre-Determined Allocation Methodology Form (See Section 14.5 hereof) by 12:00 p.m. on the day prior to the commencement of service. If reasonably practicable, Transporter will allocate deliveries among Shippers in accordance with such instructions. At interconnections between the facilities of Transporter and another interstate pipeline, intrastate pipeline or local distribution company, or in the absence of such a single designee at another delivery point, Transporter will rely:

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14. ALLOCATION AND IMBALANCES (Cont'd.)

- (A) upon information received from the receiving entity; or
- (B) in the absence of information received from the delivering entity, upon information received from Shippers on the receiving entity;

Provided, however, that Transporter will not rely upon information concerning any day received after 12:00 p.m. on the immediately previous day, or if reliance upon that information would be inconsistent with Transporter's tariff, be difficult to administer, create imbalances (in concert with instructions for corresponding receipt meters), force Transporter to operate in violation of its tariff, or be based upon the allocation of a delivery meter or end-use off a downstream party's system.

If the Pre-Determined Allocation Methodology Form for a Delivery Point identifies a service agreement, other than the service agreement with the party operating facilities that interconnect with Transporter's system at that Delivery Point, to be allocated the last quantities of gas through the meter, the Shipper whose service agreement has been identified must agree to the allocation methodology before it may become effective.

The Pre-Determined Allocation Methodology form appearing at Section 14.5 hereof may be used for conveying such information.

- (ii) If the procedures set forth in Subsection 14.4(b)(i) above are not sufficient to allocate deliveries among Shippers, the following default procedure shall apply. If on any day, for any reason, the quantity delivered by Transporter, or the balance thereof remaining for application to a

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14. ALLOCATION AND IMBALANCES (Cont'd.)

given service, is other than the sum of the scheduled deliveries under all applicable rate schedules, deliveries will be prorated first among Shippers under the FT, FST, SS-1 and SS-2 Rate Schedules on the basis of the deliveries scheduled by Transporter for each Shipper, then among Shippers under the EFT Rate Schedule on the same basis, and then among Shippers under the IT Rate Schedule on the same basis.

(c) Allocation of Deliveries Among Services

- (i) Where a Shipper requests deliveries of gas from Transporter at a delivery point or a combination of delivery points under more than one Rate Schedule or agreement, Transporter may require such Shipper to instruct Transporter with regard to the allocation of Shipper's allocated share of deliveries among services. Shipper shall provide or cause its designee to provide Transporter with the instructions set forth in this Section prior to the initiation of service and prior to each month of service thereafter. Such information shall be supplied to Transporter utilizing the "Pre-Determined Allocation Methodology Form" (See Section 14.5 hereof) by 12:00 P.M. on the day prior to commencement of service. If reasonably practicable, Transporter will allocate deliveries among services in accordance with such instructions.
- (ii) If the procedures set forth in Subsection 14.4(c) (i) are not sufficient to allocate deliveries among services, the following default procedure shall apply. When Transporter delivers, at any one delivery point, on the same day, gas for the account of Shipper under more than one rate schedule, Transporter's actual deliveries will be allocated, for billing and gas

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accounting purposes, first to scheduled deliveries under the FT, FST, SS-1 and SS-2 Rate Schedules, second to scheduled deliveries under the EFT Rate Schedule, third to scheduled deliveries under the IT Rate Schedule, and fourth to deliveries under Section 2.11 of the EFT Rate Schedule.

14.5 Pre-Determined Allocation Methodology Form:

The following is Transporter's Pre-Determined Allocation Methodology Form:

NATIONAL FUEL GAS SUPPLY CORPORATION
PRE-DETERMINED ALLOCATION METHODOLOGY FORM

INTERCONNECT PARTY: _____
METER #: _____

CONTACT: _____
METER NAME: _____

PHONE: () - FAX: () -

DATE SUBMITTED: / / DATE EFFECTIVE: ____/____/____

LIST TRANSACTIONS FROM HIGH PRIORITY TO LOW PRIORITY:

	SHIPPER NAME	AGREEMENT NUMBER	RANK	METHODOLOGY
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____

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14. ALLOCATION AND IMBALANCES (Cont'd.)

NATIONAL FUEL GAS SUPPLY CORPORATION
PRE-DETERMINED ALLOCATION METHODOLOGY FORM (Cont'd.)

6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____

NOTES:

CONFIRMATION BY NFGSC: APPROVED _____

REJECTED _____

NFGSC COMMENTS:

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14. ALLOCATION AND IMBALANCES (Cont'd.)

14.6 Adjustment of Receipts and Deliveries.

It shall be the responsibility of Shipper to control and, if necessary, adjust deliveries of gas to Transporter for transportation hereunder and to control and, if necessary, to adjust receipts of gas from Transporter, in order to maintain a daily balance of receipts and deliveries (except to the extent otherwise provided in an applicable Rate Schedule). Transporter shall not be obligated to receive or deliver gas on any day in excess of the quantities scheduled by Transporter for Shipper, nor shall Transporter be obligated to deliver to Shipper at the delivery point(s) quantities in excess of quantities received for Shipper at the receipt point(s), less quantities for fuel and loss retention (in both cases, except to the extent otherwise provided in an applicable Rate Schedule). Transporter shall make available to Shipper information regarding receipts and deliveries based on the best operating information available to Transporter and make such information available to all parties to the transaction. Transporter shall make such operating information available on its Electronic Bulletin Board System, weekly for meters equipped with real time measurement operated by National, or such meters operated by others as they become available. Upon notification, Shipper shall be obligated to adjust receipts and deliveries of gas to correct or avoid any imbalance. Any adjustment to receipts and deliveries by Shipper, whether or not pursuant to notification from Transporter or otherwise, shall be coordinated with Transporter's gas dispatchers.

14.7 Calculation of Monthly Imbalances. A Shipper's imbalance under a particular service agreement is always equal to the amount of gas received by Transporter for that Shipper's account under that agreement, less the amount Transporter delivers to that Shipper under that agreement, and less fuel and loss retention, adjusted for imbalance payback and relief. Imbalances can be either positive (adjusted receipts for Shipper's account exceed deliveries to Shipper) or negative (deliveries to Shipper exceed adjusted receipts for Shipper's account).

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14. ALLOCATION AND IMBALANCES (Cont'd.)

Each month, Transporter will calculate the imbalance for each agreement (from among all the receipt and delivery points used under that agreement) and aggregate those calculations into that agreement's Monthly Imbalance. The Monthly Imbalances for all the agreements in effect for a single Shipper are set off against each other to calculate the Monthly Shipper Imbalance. Each Monthly Shipper Imbalance is aggregated with any cumulative unresolved imbalances from previous months into that Shipper's Cumulative Monthly Imbalance. The Cumulative Monthly Imbalance is compared to a Monthly Imbalance Tolerance Level ("MITL"), which is equal to 5% of the accumulated daily scheduled receipts for the month under all that Shipper's agreements, but at least 1000 Dth.

Transporter will send a Monthly Imbalance Statement, setting out the Monthly Imbalance for each of Shipper's agreements, the Monthly Shipper Imbalance and Cumulative Monthly Imbalance, to each Shipper by the 25th day of the following month, or by the next following business day if the 25th falls on a weekend or holiday. If a Shipper indicates its consent in writing delivered to Transporter, or by E-Mail message on the EBB System, Transporter will transmit a Shipper's Monthly Imbalance Statement by E-Mail message on the EBB System.

- 14.8 Transportation Balancing Fee Imbalances in excess of one MITL represent unauthorized use of Transporter's system facilities. If the Monthly Shipper Imbalance quantity causes the Cumulative Monthly Imbalance to exceed one MITL, a Transportation Balancing Fee will be charged on the amount in excess of tolerance, except as otherwise provided in this Section 14.8. The schedule for this fee per dth is as follows:

Monthly Imbalance
Tolerance Level Transportation Balancing Fee

Up to 1	0	
> 1 to 2	0.2	x ISS Rate
> 2 to 3	0.4	"
> 3 to 4	0.6	"
> 4 to 5	0.8	"
> 5	1.0	"

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14. ALLOCATION AND IMBALANCES (Cont'd.)

The Transportation Balancing Fee will be included in Shipper's regular bill for transportation services, and will be subject to all payment and collection requirements applicable to that bill. All Transportation Balancing Fees assessed by Transporter to any Shipper who is an affiliate of Transporter during any quarter of a calendar year shall be directly refunded to each Shipper under Rate Schedule FT, FST or EFT who was not assessed a Transportation Balancing Fee during that quarter (a "Balanced Shipper"), based on each Balanced Shipper's MDTQ under Rate Schedules FT, FST and EFT as a percentage of the total such MDTQs of all Balanced Shippers. Such refunds shall be made within 45 days of the close of each quarter, and may be done by a credit against any amounts due from that Shipper.

To avoid collection of more than one Transportation Balancing Fee on a single month's imbalance, Transporter shall apply the following principles, in a nondiscriminatory manner, in computing the Transportation Balancing Fee:

- (a) The Transportation Balancing Fee shall be applicable to a Shipper for an activity month only if that Shipper has made a binding election, pursuant to Section 14.9 hereof, to resolve imbalances "in kind" (as opposed to by "cash-out").
- (b) The Transportation Balancing Fee shall be calculated only on the amount by which the current Monthly Shipper Imbalance worsens that Shipper's Cumulative Monthly Imbalance.
- (c) Monthly Shipper Imbalances which correct Cumulative Monthly Imbalances in part or in full, or which do not cause the Cumulative Monthly Imbalance to exceed one MITL, shall not result in any Transportation Balancing Fee;
- (d) all gas activity is allocated first to current month activity; and
- (e) imbalances shall be computed on a First-In First-Out (FIFO) basis.

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14. ALLOCATION AND IMBALANCES (Cont'd.)

Examples of the application of these rules in various circumstances will be included in statements of policy which Transporter will post on its Electronic Bulletin Board.

- 14.9 Imbalance Resolution. A Shipper may elect to resolve imbalances either "in kind" or by "cash-out". This election must be made by submitting a completed and signed "Imbalance Resolution Methodology Form" (see Section 14.12 below). Any Shipper not submitting that form will be deemed to have elected to resolve imbalances via cash-out. All imbalances on all of Shipper's contracts must be resolved using the same methodology. The election of methodologies must be made at or before the earliest time a monthly nomination is required to be submitted under any of Shipper's contracts.

If Shipper elects to resolve imbalances in kind, that Shipper will be subject to the Transportation Balancing Fee as described in Section 14.8 hereof. Imbalances of such Shippers, and imbalances of other Shippers which have not been cashed-out, may be resolved in one of the following ways:

- (a) Shipper Imbalance Exchange - Shippers who agree to all the terms of Transporter's Imbalance Exchange, and so indicate on their Imbalance Resolution Methodology Form, will be allowed to exchange imbalances with other such Shippers on the Shipper Imbalance Exchange. In a transaction on the Shipper Imbalance Exchange, the imbalance quantities of each participating Shipper must be offset to a level within that participating Shipper's MITL for the agreement which has the imbalance being exchanged. Transporter will post a participating Shipper's imbalance information on the Shipper Imbalance Exchange portion of Transporter's Electronic Bulletin Board or, upon receipt of a written request, will make the information available to a participant in written form. Transporter will have applicable information posted by the 25th day of the month following the activity month, or the next following business day if the 25th falls on a weekend or holiday. Shippers desiring to trade imbalances must present Transporter with a request for transfer (via Transporter's

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FERC Docket: RS92- 21-001

Original Sheet No. 198 Original Sheet No. 198 : Superseded

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

The Negative Imbalance Cash-Out Price is a price per Dth which is applied to the amount of the Shipper's negative imbalance. Shipper's regular invoice for transportation services will include the money owed by Shipper under this Negative Imbalance Cash-Out, which will be subject to all payment and collection requirements applicable to that bill. Any money which Shipper has paid as a Transportation Balancing Fee for activity under a given contract during a given month shall be credited against (but shall not reduce below zero) Shipper's obligation to pay a Negative Imbalance Cash-Out Price on that contract for that same month. Upon receipt of payment, Transporter will make gas accounting entries reducing the amount of Shipper's negative imbalance accordingly.

Transporter shall post the Negative Imbalance Cash-Out Price for each month on its Electronic Bulletin Board. The applicable Negative Imbalance Cash-Out Price will be equal to the highest monthly Negative Imbalance Cash-Out Price for any one of the three months immediately following the activity month. The Negative Imbalance Cash-Out Price is based upon the approximate cost for southwest spot gas plus the cost of transportation to National's system, and will be calculated as follows:

NICOP = Negative Imbalance Cash-Out Price

$$\text{NICOP} = 2 \times (\text{SWI} + \text{WAT})$$

SWI = Southwest Index, which is the arithmetic average of all spot gas index prices per Dth reflective of the first day of the month quoted by: (i) Natural Gas Intelligence "Spot Gas Prices", "Delivered to Pipelines", "30-Day Supply Transactions", and (ii) Inside FERC "Gas Market Report", for deliveries of gas produced in Texas and Louisiana into the system of Tennessee Gas Pipeline Company ("TGP"), Texas Eastern Transmission Corporation ("TETCO") or Transcontinental Gas Pipe Line Corporation ("Transco").

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

- (v) the cash-out shall be accomplished in the same manner, as if the Shipper's entire imbalance had arisen during the given activity month and was being cashed out pursuant to Section 14.10 hereof, except that the cash-out price shall be the Index as defined in Section 14.10(a) hereof, without adjustment by 110% or 90%; and
- (vi) Transporter is not required to exercise its option if Transporter believes, in its sole discretion, that exercise of its option would not be prudent at that time.

14.10 Cash-Out of Imbalances. If a Shipper which has elected (or been deemed to elect) to resolve imbalances via cash-out has a Cumulative Monthly Imbalance in excess of one MITL, that Shipper's entire Cumulative Monthly Imbalance shall be cashed-out as described in this Section 14.10.

- (a) Clearing of negative imbalances. Should such imbalance be negative, the imbalance shall be subject to Negative Imbalance Cash-Out.

The Negative Imbalance Cash-Out Price is a price per Dth which is applied to the amount of the Shipper's negative imbalance. Shipper's regular invoice for transportation services will include the money owed by Shipper under this Negative Imbalance Cash-Out, which will be subject to all payment and collection requirements applicable to that bill. Upon receipt of payment, Transporter will make gas accounting entries reducing the amount of Shipper's negative imbalance accordingly.

Transporter shall post the Negative Imbalance Cash-Out Price for each month on its Electronic Bulletin Board. The Negative Imbalance Cash-Out Price shall be equal to one hundred ten percent (110%) of the following index (the "Index"):

SWI + WAT

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FERC Docket: RP95- 83-000

First Revised Sheet No. 200 First Revised Sheet No. 200 : Superseded
Superseding: Sub. Original Sheet No. 200

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

- (b) Clearing of Positive Imbalances. Should such imbalance be positive, the imbalance shall be subject to Positive Imbalance Cash-Out.

The Positive Imbalance Cash-Out Price is a price per Dth which is applied to the amount of the Shipper's positive imbalance. Transporter will refund, credit or otherwise pay to Shipper the Positive Imbalance Cash-Out Price in return for Transporter's retaining the positive imbalance quantities at no further cost to Transporter, free and clear of any claims by any adverse party including Shipper. Shipper's regular invoice for transportation services will include a credit or refund for the money owed to Shipper under this Positive Imbalance Cash-Out. Upon sending that invoice, Transporter will make gas accounting entries reducing the amount of Shipper's positive imbalance accordingly. Transporter shall post the Positive Imbalance Cash-Out Price for each month on its Electronic Bulletin Board.

The Positive Imbalance Cash-Out Price shall be equal to ninety percent (90%) of the Index as defined in Section 14.10(a) hereof.

- (c) Refund of Cash-Out Revenues in Excess of Costs. For purposes of this Subsection (c), an "Annual Billing Period" shall be the twelve month period commencing each April and ending the following March 31. Subsequent to the end of each Annual Billing Period, Transporter shall compare the revenues received by Transporter under the cash-out procedures with the costs incurred by Transporter under such cash-out procedures, including the costs of purchasing gas to replace any quantities of gas conveyed in cashing out negative imbalances which are not offset by gas obtained in cashing out positive imbalances. If the revenues received exceed the costs incurred, then Transporter shall refund, within 60 days of the end of the Annual Billing Period, the net overrecoveries to EFT and FT Shippers on a pro rata basis in accordance with the transportation volumes Transporter has delivered to each such Shipper during the Annual Billing Period. Such refund may be accomplished by a credit against any amounts owed by Shipper to Transporter. If the revenues

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Sub. Original Sheet No. 201 Sub. Original Sheet No. 201 : Superseded

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

received are less than the costs incurred, then Transporter shall carry forward the net underrecoveries to the subsequent Annual Billing Period and may offset such net underrecoveries against any future net overrecoveries that may occur in a subsequent Annual Billing Period.

- (d) If Transporter desires to auction any gas purchased under Sections 14.9(c) or 14.10(b) of the General Terms and Conditions, any gas retained because it was not withdrawn pursuant to Section 2.5 of Rate Schedule ISS, any gas retained under Section 15.2 of the General Terms and Conditions, or any gas retained by Transporter as a result of the termination of any storage or transportation service agreement, Transporter shall post such quantities, with a minimum acceptable price, on Transporter's Electronic Bulletin Board on the fifteenth day of the month or the next business day thereafter. Transporter shall accept bids for any portion of the posted quantity, at a price no lower than the posted minimum acceptable prices only during the time period from 8:00 a.m. until 12:00 p.m. ET on the second business day following the posting. Prior to 5:00 p.m. ET of the same day, Transporter shall notify the bidders who, in the aggregate, submitted bids which yield the greatest total price for the total quantity bid upon; provided, however, Transporter reserves the right to reject all bids. When the gas is purchased at auction, the buyer must provide identification of the existing transportation service agreement with Transporter under which the Buyer shall nominate, transport and deliver all gas by the end of the month following the month in which the gas is purchased. The buyer further agrees that the gas is subject to Section 14, prospectively from the date of the buyer's purchase pursuant to this Section 14.10(d). All auction proceeds shall be handled in accordance with Section 14.10(c) hereof.

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

14.11 Prior Month Adjustments.

(a) Post-Restructuring Imbalances

If a Prior Month Adjustment (PMA) is to be made (either at the request of Shipper or at Transporter's initiative), Transporter will notify Shipper of the amount and nature of the PMA, either as part of the Monthly Imbalance Statement or in a separate communication. Shipper has until the end of the month following the month in which such notification was made to resolve the PMA in kind by adjusting Shipper's receipts and deliveries of gas.

If the PMA is not resolved in kind within the required time, a positive PMA (Shipper has too much gas on Transporter's system) will be resolved by Transporter's retaining an amount of Shipper's gas equal to the amount of the PMA, at no cost and free and clear of all claims by any party. A negative PMA (Shipper has insufficient gas on Transporter's system) will be resolved by Shipper's paying to Transporter an amount of money equal to the amount of the PMA (expressed in dekatherms) multiplied by the Cash-Out Price applicable to the month which was adjusted by that PMA. Shipper's regular bill for transportation services will include the amount of gas retained by Transporter pursuant to this paragraph and/or the amount which is owed by Shipper pursuant to this paragraph, which will be subject to all payment and collection requirements applicable to that bill.

(b) Pre-Restructuring Imbalances

Shippers with imbalances existing prior to August 1, 1993 may correct such imbalances pursuant to procedures in effect at the time the imbalance was incurred until October 1, 1993. Any remaining imbalances as of this date will be added to current imbalances and be subject to the provisions of Section 14.8 - 14.10. Optionally, a Shipper may elect to add any existing imbalances to a current imbalance prior to August 1, 1993.

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

14.12 Imbalance Resolution Methodology Form.

Each Shipper must complete and deliver to Transporter the following form covering all of that Shipper's agreements, to notify Transporter of that Shipper's choice of methods to resolve imbalances on that agreement. This Imbalance Resolution Methodology Form will be due by the earliest day for which nominations are required under any of Shipper's agreements. A maximum of one Form per Shipper per month may be filed. A submitted Form continues in effect unless a superseding Form is filed. If a Shipper seeks to change its imbalance resolution methodology from "in kind" to "cash-out", or from "cash-out" to "in kind", at a time when that Shipper's Cumulative Monthly Imbalance is other than zero, Transporter will reject that Imbalance Resolution Methodology Form, and Shipper will have to submit another form if it wishes to change its imbalance resolution methodology at a later date. The following is Transporter's Imbalance Resolution Methodology Form:

IMBALANCE RESOLUTION METHODOLOGY FORM

Please circle "yes" or "no" to each question.

- | | | |
|---|-----|----|
| 1. RESOLVE IMBALANCES "IN KIND"? | YES | NO |
| 2. PARTICIPATE IN SHIPPER IMBALANCE EXCHANGE? | YES | NO |
| 3. POST TO SHIPPER IMBALANCE EXCHANGE ON EBB? | YES | NO |

GENERAL TERMS AND CONDITIONS

14. ALLOCATION AND IMBALANCES (Cont'd.)

NOTES:

Option 1 answered negatively, with Option 2 answered affirmatively and Option 3 answered negatively, is the default imbalance resolution methodology. If Option 1 is answered affirmatively, then Option 2 answered affirmatively with Option 3 answered negatively is the default imbalance resolution methodology. Execution and delivery of this form to Transporter constitutes a waiver of any claim the undersigned Shipper may have against Transporter, its employees, officers, directors, affiliates and/or agents based upon Shipper's engaging in a transaction on the Shipper Imbalance Exchange in reliance upon any misstatement of that Shipper's imbalance amount. All transactions on the Shipper Imbalance Exchange are final.

DATE: _____ Name of Shipper: _____

By: _____
Title: _____

(end of form)

14.13 Balancing at Contract Termination.

Following the termination of the transportation contract, Shipper shall be required to correct any remaining excess or deficiency in receipts and deliveries within thirty (30) days after the determination by Transporter that an excess or deficiency exists, or within such longer period of time mutually agreed upon by Shipper and Transporter.

If after such balancing period, Transporter determines that Shipper received transportation quantities in excess of the quantities delivered to Transporter at the receipt point(s) for Shipper's account, Transporter shall charge Shipper an amount equal to the excess transportation quantities received by Shipper or its designee, multiplied by two (2) times Transporter's Negative Imbalance Cash-Out price, as defined in Section 14.10(a), effective for the month in which the 30 day period ends.

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Seventh Revised Sheet No. 205 Seventh Revised Sheet No. 205 : Superseded
Superseding: Sub. Fifth Revised Sheet No. 205

GENERAL TERMS AND CONDITIONS

15. UNAUTHORIZED TENDERS AND RECEIPTS

15.1 Definition. Unauthorized tenders and receipts are amounts of gas delivered to Transporter or taken by Shipper from Transporter:

- (a) in the absence of a transportation service agreement and submission of a nomination pursuant to Section 13 (in the case of a Shipper), or an interconnection agreement (in the case of an Operator), applicable to the receipt or delivery point in question,
- (b) following an interruption of service by Transporter pursuant to Section 2.2 of the FT, EFT, FST, IT, FSS, ESS, ISS, IAS, P-1, W-1, IR-1, P-2 or IR-2 Rate Schedules,
- (c) in violation of an operational flow order issued by Transporter to Shipper pursuant to Section 2.10 of the EFT Rate Schedule,
- (d) following a curtailment or termination of service pursuant to Section 5.4 of these General Terms and Conditions,
- (e) following a discontinuance or curtailment of service pursuant to Section 16 of these General Terms and Conditions,
- (f) following a notification to Shipper or Operator requiring an adjustment of receipts and deliveries pursuant to Section 14.6 hereof, or
- (g) following a discontinuance, curtailment or termination of service authorized by any other provision of this tariff or agreement executed thereunder.

In addition, a Shipper's failure to return quantities of gas advanced to it by Transporter pursuant to Section 2.11 of the EFT Rate Schedule, Section 2.3 of the IAS Rate Schedule, or Section 2.3 of the IR-1 or IR-2 Rate Schedule when required by Transporter shall constitute an unauthorized receipt of such

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Fourth Revised Sheet No. 205A Fourth Revised Sheet No. 205A : Superseded
Superseding: Second Revised Sheet No. 205A

GENERAL TERMS AND CONDITIONS

15. UNAUTHORIZED TENDERS AND RECEIPTS (Cont'd)

quantities. Transporter will provide its Shippers with reasonable notice of any interruption, discontinuance, curtailment or termination of service or of any operational flow orders and Shipper shall be permitted twenty-four (24) hours, or such lesser time as is required to (protect the integrity of Transporter's system, to reduce its tenders or receipts in compliance with such notice.)

15.2 Disposition of Unauthorized Tenders and Receipts

Transporter shall retain any unauthorized tenders at no cost and free and clear of any adverse claims of any party. Unauthorized receipts by a Shipper shall be assigned to the service agreements between Transporter and Shipper and shall be treated as a monthly imbalance for purposes of Section 14 hereof until such imbalance is cleared or until a charge is assessed pursuant to Section 15.3 hereof. If there are no service agreements between Transporter and the operator of the delivery point(s) at which the unauthorized receipts occurred, Transporter shall sell the unauthorized receipts to the operator at a price equal to the Index (as defined in Section 14.10(a) hereof), for the month in which the unauthorized receipts were taken.

15.3 Charges Associated with Unauthorized Tenders and Receipts

All unauthorized tenders or receipts shall be subject to the assessment of a charge equal to \$25 per dth or two (2) times Transporter's Negative Imbalance Cash-Out Price, as defined in Section 14.10(a), whichever is greater. Such charges shall not be assessed:

- (a) if Shipper (or Operator, as the case may be) adjusts its tenders or receipts within the time period applicable to Transporter notice;
- (b) if the unauthorized tenders or receipts occurred at an inter-connection where Transporter has complete and unrestricted control of gas deliveries.

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Third Revised Sheet No. 206 Third Revised Sheet No. 206 : Superseded
Superseding: First Revised Sheet No. 206
GENERAL TERMS AND CONDITIONS

15. UNAUTHORIZED TENDERS AND RECEIPTS (Continued)

15.4 Indemnification and Waiver

Shipper shall indemnify Transporter against, hold it harmless from, and undertake and defense of Transporter with respect to any and all claims, losses, damages, expenses and injuries arising from an unauthorized tender or receipt by Shipper. Shipper waives any and all claims and demands against Transporter arising from an unauthorized tender or receipt by another Shipper, other than claims based on a Shipper's loss of gas supply due to Transporter's negligence or willful misconduct.

16. CURTAILMENT

Following the scheduling of services, Transporter shall have the right to curtail services on a system-wide basis or segment-by-segment basis (i) as a result of conditions of force majeure, as described at Section 8.1 of these General Terms and Conditions, (ii) when necessary, in Transporter's reasonable judgment, to avert a material threat to the integrity of its system or to remedy an unexpected loss of capacity, or (iii) when continuation of service would impair Transporter's ability to render a service of a higher priority, as set forth in this Section 16. The allocation procedures and priorities set forth in this Section 16 shall apply to both system-wide and segment-by-segment limitations or curtailments, insofar as is possible.

Transporter will allocate capacity in the manner set forth in this Section 16 only to the extent it is reasonably practical to do so.

It is recognized that the allocation of Transporter's capacity may be affected by the capabilities of Transporter's measurement, control and communication equipment, as it exists from time to time, the operational requirements of Transporter or by factors beyond the control of Transporter, including but not limited to variations in the requirements or markets served by Transporter.

In the event of a curtailment of service under this provision, Transporter shall provide such notice as is reasonable under the circumstances.

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First Revised Sheet No. 206A First Revised Sheet No. 206A : Superseded
Superseding: Sub. Original Sheet No. 206A

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT

Following the scheduling of services, Transporter shall have the right to curtail services on a system-wide basis or segment-by-segment basis (i) as a result of conditions of force majeure, as described at Section 8.1 of these General Terms and Conditions, (ii) when necessary, in Transporter's reasonable judgment, to avert a material threat to the integrity of its system or to remedy an unexpected loss of capacity, or (iii) when continuation of service would impair Transporter's ability to render a service of a higher priority, as set forth in this Section 16. The allocation procedures and priorities set forth in this Section 16 shall apply to both system-wide and segment-by-segment limitations or curtailments, insofar as is possible.

Transporter will allocate capacity in the manner set forth in this Section 16 only to the extent it is reasonably practical to do so.

It is recognized that the allocation of Transporter's capacity may be affected by the capabilities of Transporter's measurement, control and communication equipment, as it exists from time to time, the operational requirements of Transporter or by factors beyond the control of Transporter, including but not limited to variations in the requirements or markets served by Transporter.

In the event of a curtailment of service under this provision, Transporter shall provide such notice as is reasonable under the circumstances.

For purposes of this Section 16, a "discounted rate" shall include a negotiated rate that is less than the maximum rate at the time in question, and for such negotiated rates, a "discount" shall mean the difference between the maximum rate and the negotiated rate at such time.

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FERC Docket: RP97-201-000

Fourth Revised Sheet No. 207 Fourth Revised Sheet No. 207 : Superseded
Superseding: Third Revised Sheet No. 207

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (Cont'd)

16.1 Curtailment of Transportation Capacity

If, on any day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation or delivered by Transporter, is insufficient to serve all transportation requirements which are otherwise scheduled for such day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero (0) if necessary,

- (i) first to Hub Service under the W-1 Rate Schedule subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated pro-rata among equally discounted services;
- (ii) second, to quantities scheduled pursuant to Subsection 3.2 of the W-1 Rate Schedule;
- (iii) third, to Hub Service under the P-1 or P-2 Rate Schedule subject to service agreements specifying a discounted rate for the First Day, beginning with the service(s) subject to the largest discount(s) and proceeding in a reverse order according to the amount of the discount(s), capacity to be allocated pro-rata among equally discounted services;
- (iv) fourth, to quantities scheduled pursuant to Subsection 3.2 of the P-1 or P-2 Rate Schedule;
- (v) fifth, to Hub Service under the IR-1 or IR-2 Rate Schedule, subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s) and proceeding in a reverse order according to the amount of the discount(s), capacity to be allocated pro-rata among equally discounted services;

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Fourth Revised Sheet No. 208 Fourth Revised Sheet No. 208 : Superseded
Superseding: Third Revised Sheet No. 208

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (Cont'd)

16.1 Curtailment of Transportation Capacity (Cont'd)

- (vi) sixth, to quantities scheduled pursuant to Subsection 3.2 of the IR-1 or IR-2 Rate Schedule;
- (vii) seventh, to interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated pro-rata among equally discounted services;
- (viii) eighth, to remaining quantities scheduled pursuant to the IT Rate Schedule and overrun services;
- (ix) ninth, to quantities scheduled at receipt or delivery points described at Section 2.4 of the FT Rate Schedule, Section 2.4 of the EFT Rate Schedule, or Section 2.5 of the FST Rate Schedule;
- (x) tenth, to mandatory return quantities as described in Section 2.5 of the IAS, IR-1, or IR-2 Rate Schedule; and
- (xi) last, to quantities scheduled within contract quantities for each shipper pursuant to the SS-1, SS-2, FT, FST or EFT Rate Schedules, or other firm transportation rate schedules.

Unless otherwise provided above, available capacity will be allocated to scheduled receipt and deliveries within a category for purpose of this Subsection in proportion to the quantities scheduled by Transporter.

16.2 Curtailment of Storage Injection and Withdrawal Capacity

If, on any day, Transporter determines that the storage injection or withdrawal capacity of its system, or any portion thereof, is

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Fifth Revised Sheet No. 209 Fifth Revised Sheet No. 209 : Superseded
Superseding: Sub. Second Revised Sheet No. 209

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (Cont'd)

16.2 Curtailment of Storage Injection and Withdrawal Capacity (Cont'd)

insufficient to serve all injection or withdrawal requirements which are otherwise scheduled to receive service on such day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero (0) if necessary,

- (i) first, to Hub Service under the P-1 or P-2 Rate Schedule subject to service agreements specifying a discounted rate for the First Day, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated pro-rata among equally discounted services;
- (ii) second, to quantities scheduled pursuant to Subsection 3.2 of the P-1 or P-2 Rate Schedule;
- (iii) third, to quantities scheduled for storage under the IR-1 or IR-2 Rate Schedule, subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s) and proceeding in a reverse order according to the amount of the discount(s), capacity to be allocated pro-rata among equally discounted services;
- (iv) fourth, to quantities scheduled for storage service pursuant to Subsection 3.2 of the IR-1 or IR-2 Rate Schedule;
- (v) fifth, to interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services in accordance with the remaining provisions of this Subsection 16.2;
- (vi) sixth, to quantities scheduled pursuant to the ISS Rate Schedule, quantities scheduled pursuant to the IAS Rate Schedule, and authorized overruns under the FSS, SS-1, SS-2 and ESS rate schedules; and

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Fourth Revised Sheet No. 210 Fourth Revised Sheet No. 210 : Superseded
Superseding: Third Revised Sheet No. 210

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (cont'd)

16.2 Curtailment of Storage Injection and Withdrawal Capacity (cont'd)

- (vii) last, to quantities scheduled within contract quantities for each Shipper pursuant to the FSS, SS-1, SS-2, ESS, or other firm storage service rate schedule.

Available capacity will be allocated to scheduled injections and withdrawals within a category for purposes of this Subsection in proportion to the quantities scheduled by Transporter.

16.3 Limitation of Storage Capacity

If, on any day, Transporter determines that the available storage capacity on its system, or any portion thereof, is insufficient to serve all storage capacity requirements which are otherwise scheduled to receive service on such day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero (0) if necessary, first to capacity scheduled pursuant to the P-2 Rate Schedule, and then to capacity scheduled for storage pursuant to the IR-2 Rate Schedule, and then to capacity scheduled pursuant to the ISS Rate Schedule, and then to capacity scheduled pursuant to the FSS, SS-1, SS-2, ESS, or other firm storage service rate schedules. Available capacity will be allocated to scheduled capacity within each category for purposes of this Subsection in proportion to the quantities scheduled by Transporter.

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FERC Docket: RP97-201-000

Fourth Revised Sheet No. 210A Fourth Revised Sheet No. 210A : Superseded
Superseding: Sheet Nos. 210A-210F

Notice of Cancellation

The following tariff sheets have been cancelled and reserved for future use:

Third Revised Sheet No. 210A
Third Revised Sheet No. 210B
Third Revised Sheet No. 210C
Third Revised Sheet No. 210D
Sub. Original Sheet No. 210E
Sub. Original Sheet No. 210F

Effective Date: 08/24/1994 Status: Effective
FERC Docket: RP94- 80-005

Third Revised Sheet No. 210B Third Revised Sheet No. 210B : Superseded
Superseding: Second Revised Sheet No. 210-B

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (cont'd)

16.1 Curtailment of Transportation Capacity (cont'd)

- (c) If, on any day, Transporter determines that any segment of its system is receiving more gas than is necessary to meet its delivery requirements off such segment, Transporter shall curtail receipts, to zero (0) if necessary,
 - (i) first, to receipts under the W-1 Rate Schedule subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services first to the most recent executed service agreement for discounted service at that rate, and in reverse order by date of execution to the first service agreement executed under the same discounted rate;
 - (ii) second, to receipts scheduled pursuant to Subsection 3.2 of the W-1 Rate Schedule;
 - (iii) third, to receipts under the P-1 or P-2 Rate Schedule subject to service agreements specifying a discounted rate for the First Day, beginning with the service(s) subject to the largest discount(s) and proceeding in a reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services to the most recent executed service agreement for discounted service at that rate, and in reverse order by date of execution to the first service agreement executed under the same discounted rate;
 - (iv) fourth, to receipts scheduled pursuant to Subsection 3.2 of the P-1 or P-2 Rate Schedule;

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FERC Docket: RP95- 31-011

Third Revised Sheet No. 210C Third Revised Sheet No. 210C : Superseded
Superseding: Sub. Second Revised Sheet No. 210C
GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (cont'd)

16.1 Curtailment of Transportation Capacity (cont'd)

- (v) fifth, to receipts under the IR-1 or IR-2 Rate Schedule, subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s) and proceeding in a reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services to the most recent executed service agreement for discounted service at that rate, and in reverse order by date of execution to the first service agreement executed under the same discounted rate;
- (vi) sixth, to receipts pursuant to Subsection 3.2 of the IR-1 or IR-2 Rate Schedule;
- (vii) seventh, to receipts associated with interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and preceding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services in accordance with the remaining provisions of this Subsection 16.1(c);
- (viii) eighth, to receipts associated with quantities scheduled pursuant to Subsection 3.2(d) of the IT Rate Schedule, and receipts associated with quantities scheduled at receipt points described in Section 2.4 of the FT Rate Schedule or Section 2.5 of the FST Rate Schedule that are not equipped with equipment sufficient to provide Transporter with real time measurement communication and control capability;
- (ix) ninth, to receipts associated with quantities scheduled pursuant to Subsection 3.2(c) of the IT Rate Schedule;
- (x) tenth, to receipts associated with quantities scheduled pursuant to Subsection 3.2(b) of the IT Rate Schedule and overrun services other than those described in Subsection 16.1(c) (ix);

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FERC Docket: RP95- 31-011

Third Revised Sheet No. 210D Third Revised Sheet No. 210D : Superseded

Superseding: Sub. Second Revised Sheet No. 210D

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (cont'd)

- (xi) eleventh, to receipts associated with quantities scheduled pursuant to Subsection 3.2(a) of the IT Rate Schedule and receipts associated with overrun services scheduled for the preceding month, up to the quantities previously scheduled;
- (xii) twelfth, to receipts associated with quantities scheduled at receipt or delivery points described at Section 2.4 of the FT Rate Schedule or Section 2.5 of the FST Rate Schedule (except as described above) or Section 2.4 of the EFT Rate Schedule;
- (xiii) thirteenth, to mandatory return quantities as described in Section 2.5 of the IAS Rate Schedule and Section 2.6 of the IR-1 or IR-2 Rate Schedule; and
- (xiv) last, to receipts associated with quantities scheduled within contract quantities for each shipper pursuant to the SS-1, SS-2, FT, FST or EFT Rate Schedules, or other firm transportation rate schedules.

Unless otherwise provided above, available capacity will be allocated to scheduled receipt and deliveries within a category for purpose of this subsection in proportion to the quantities scheduled by Transporter.

16.2 Curtailment of Storage Injection

If, on any day, Transporter determines that the storage injection or withdrawal capacity of its system, or any portion thereof, is insufficient to serve all injection or withdrawal requirements which are otherwise scheduled to receive service on such day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero (0) if necessary,

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (cont'd)

16.2 Curtailment of Storage Injection (cont'd)

- (i) first, to Hub Service under the P-1 or P-2 Rate Schedule subject to service agreements specifying a discounted rate for the First Day, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services first to the most recent executed service agreement for discounted service at that rate, and in reverse order by date of execution to the first service agreement executed under the same discounted rate;
- (ii) second, to quantities scheduled pursuant to Subsection 3.2 of the P-1 or P-2 Rate Schedule;
- (iii) third, to quantities scheduled for storage under the IR-1 or IR-2 Rate Schedule, subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s) and proceeding in a reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services to the most recent executed service agreement for discounted service at that rate, and in reverse order by date of execution to the first service agreement executed under the same discounted rate;
- (iv) fourth, to quantities scheduled for storage service pursuant to Subsection 3.2 of the IR-1 or IR-2 Rate Schedule;
- (v) fifth, to interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services in accordance with the remaining provisions of this Subsection 16.2;

GENERAL TERMS AND CONDITIONS

16. CURTAILMENT (cont'd)

16.3 Limitation of Storage Capacity

(vi) sixth, to quantities scheduled pursuant to the ISS Rate Schedule, quantities scheduled pursuant to the IAS Rate Schedule, and authorized overruns under the FSS, SS-1, SS-2 and ESS rate schedules, and

(vii) last, to quantities scheduled within contract quantities for each Shipper pursuant to the FSS, SS-1, SS-2, ESS, or other firm storage service rate schedule.

Available capacity will be allocated to scheduled injections and withdrawals within a category for purposes of this Subsection in proportion to the quantities scheduled by Transporter. If, on any day, Transporter determines that the available storage capacity on its system, or any portion thereof, is insufficient to serve all storage capacity requirements which are otherwise scheduled to receive service on such day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero (0) if necessary, first to capacity scheduled pursuant to the P-2 Rate Schedule, and then to capacity scheduled for storage pursuant to the IR-2 Rate Schedule, and then to capacity scheduled pursuant to the ISS Rate Schedule, and then to capacity scheduled pursuant to the FSS, SS-1, SS-2, ESS, or other firm storage service rate schedules. Available capacity will be allocated to scheduled capacity within each category for purposes of this Subsection in proportion to the quantities scheduled by Transporter.

Effective Date: 09/01/1996 Status: Effective
FERC Docket: RP96-331-000

Fourth Revised Sheet No. 211 Fourth Revised Sheet No. 211 : Superseded
Superseding: Sub. Third Revised Sheet No. 211

GENERAL TERMS AND CONDITIONS

17. ADJUSTMENTS, SURCHARGES, AND NEGOTIATED RATES

17.1 Adjustments and Surcharges. Transporter and Shipper recognize that Transporter shall, from time to time, experience changes in costs related to providing service under this FERC Gas Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, and required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Transporter or attributable to Transporter, and costs generated by decisions by the Commission, the courts, or by an arbitration panel or other body having jurisdiction over Transporter. It may be appropriate, equitable, and consistent with cost responsibility to allocate such costs among Shippers based on taking into account past period factors, such as contract demand levels, purchases, or other factors related to a prior period of time. Shipper agrees that Transporter shall have the right, from time to time, to make rate change filings based in whole or in part on factors related to past periods. Shipper shall have the right to intervene and protest any such filings.

17.2 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Transporter may charge a negotiated rate for service under any rate schedule contained in this Tariff to any shipper that has access to service at the rates set forth in the applicable rate schedule and agrees to pay such negotiated rate.

A Negotiated Rate shall mean a rate for service, where one or more of the individual rate components exceed the maximum charge, or are less than the minimum charge, for such components.

With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for the purposes of allocation of capacity pursuant to Sections 13, 16, and 26 of these General Terms and Conditions, a Shipper paying said Negotiated Rate would be considered to have paid the maximum rate for such services.

Effective Date: 07/29/1994 Status: Effective
FERC Docket: RP91- 47-009

Sub. First Revised Sheet No. 213 Sub. First Revised Sheet No. 213 : Superseded
Superseding: First Revised Sheet No. 213

GENERAL TERMS AND CONDITIONS

19. ANNUAL CHARGES ADJUSTMENT CLAUSE (Cont'd.)

19.4 Intent. Seller intends to fund the Annual Charges assessed against it by the Commission or any successor agency pursuant to 18 CFR Section 154.38(d) (6) through this Section 19. If this Section 19 is approved by the Commission, Seller does not intend to recover such Annual Charges recorded in FERC Account No. 928 through a general rate case filing under Section 4 of the Natural Gas Act.

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE

20.1 Purpose. This Section establishes the procedures under which Seller will recover from Buyers who formerly received service under Seller's former RQ and CD rate schedules, the total take-or-pay charges approved by the Federal Energy Regulatory Commission ("Commission") and billed to Seller on a fixed basis by its pipeline suppliers and pipeline transporters ("upstream pipelines"). Such charges by Seller shall be paid by each such Buyer (hereinafter "Shipper") until Seller has recovered from such Shipper the total allocated amounts, principal and carrying charges, to be recovered from Shipper pursuant to this Section 20.

20.2 Procedures. This Subsection 20.2 establishes the procedures under which Seller will recover from Shippers, through a fixed Surcharge under Seller's firm transportation rate schedules, the total take-or-pay charges approved by the Commission to be billed to Seller by its upstream pipelines. Each Shipper's share of the fixed take-or-pay charges billed to Seller by its upstream pipelines shall be separately calculated for each increment of upstream pipeline take-or-pay permitted by the Commission to be collected from Seller.

(a) Basis of the Surcharge. Each Shipper's share of the fixed take-or-pay charges collected from Seller by its upstream pipelines subject to Order No. 528, shall be determined according to allocation factors set forth in Section 20.2(b) (1), (4), and (5) below. Each Shipper's share of the fixed take-or-pay charges collected from Seller by its upstream pipelines exempt from Order No. 528 shall be calculated upon the purchase deficiency methodology.

Effective Date: 07/29/1994 Status: Effective
FERC Docket: RP91-47-009

Sub. First Revised Sheet No. 214 Sub. First Revised Sheet No. 214 : Superseded
Superseding: First Revised Sheet No. 214

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (Cont'd.)

(b) Allocation Factor. Each Shipper's share of the fixed take-or-pay charges permitted by the Commission to be billed to Seller by its upstream pipelines subject to Order No. 528 shall be calculated according to the allocation factors set forth in Section 20.2(b)(1) below. Charges related to those upstream pipelines exempt from Order No. 528 and derived from the purchase deficiency methodology can be found in Sections 20.2(b)(2) and 20.2(b)(3) below, while charges related to the Commission's order issued May 4, 1994, can be found in Sections 20.2(b)(4) and (5) below.

(1) Subject to Order No. 528:

Customer	Allocation Factor
National Fuel Gas Dist.	
- New York	63.9448%
National Fuel Gas Dist.	
- Pennsylvania	25.6105%
National Fuel Gas Dist.	
- Mercer Gas Company	0.2369%
CRG, Inc.	0.0150%
North East Heat & Light Co.	0.3978%
Peoples Natural Gas Company	0.9045%
Eastern Natural Gas Co.	0.7647%
Town of Rushford	0.0113%
Algonquin Gas Trans. Co.	3.6613%
Brooklyn Union Gas Co.	0.5237%
Consolidated Edison Co.	0.5906%
Elizabethtown Gas Co. CD-4	0.1752%
New Jersey Natural Gas Co.	0.4417%
Public Service Elec. & Gas	1.3861%
Elizabethtown Gas Co. CD-7	1.3359%

(2) Exempt from Order No. 528
Transcontinental Gas Pipeline & CNG/Transco:

Customer	Allocation Factor
National Fuel Gas Dist.	
- New York	61.6416%
National Fuel Gas Dist.	
- Pennsylvania	35.7039%
National Fuel Gas Dist.	
- Mercer Gas Company	0.2338%
CRG, Inc.	0.0073%

Effective Date: 07/29/1994 Status: Effective
FERC Docket: RP91-47-009

Sub. First Revised Sheet No. 215 Sub. First Revised Sheet No. 215 : Superseded
Superseding: First Revised Sheet No. 215

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (Cont'd.)

Customer	Allocation Factor
North East Heat & Light Co.	0.4498%
Peoples Natural Gas Company	0.6782%
Eastern Natural Gas Co.	1.2854%

(3) Exempt from Order No. 528
CNG Direct

Customer	Allocation Factor
National Fuel Gas Dist.	
- New York	55.1561%
National Fuel Gas Dist.	
- Pennsylvania	42.3044%
National Fuel Gas Dist.	
- Mercer Gas Company	0.2332%
CRG, Inc.	0.0130%
North East Heat & Light Co.	0.4170%
Peoples Natural Gas Company	0.3680%
Eastern Natural Gas Co.	1.5083%

(4) Pursuant to Order issued May 4, 1994, at Docket No.
RP91-47-000, et al.
Tennessee (1988 WRQ)

Customer	Allocation Factor
National Fuel Gas Dist.	
- New York	60.2327%
National Fuel Gas Dist.	
- Pennsylvania	31.7070%
National Fuel Gas Dist.	
- Mercer Gas Company	0.2267%
CRG, Inc.	0.0081%
North East Heat & Light Co.	0.3941%
Peoples Natural Gas Company	0.7344%
Eastern Natural Gas Co.	0.8145%
Town of Rushford	0.0309%
Algonquin Gas Trans. Co.	2.2443%
Brooklyn Union Gas Co.	0.3888%
Consolidated Edison Co.	0.4162%
Elizabethtown Gas Co. CD-4	0.1470%
New Jersey Natural Gas Co.	0.4382%
Public Service Elec. & Gas	1.1911%
Elizabethtown Gas Co. CD-7	1.0260%

Effective Date: 07/29/1994 Status: Effective
FERC Docket: RP91- 47-009

Sub. Original Sheet No. 216-A Sub. Original Sheet No. 216-A : Superseded
Superseding: Original Sheet No. 216-A

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (Cont'd.)

the effective date of this Revised Section 20, shall be made in the computation of each customer's Monthly Surcharge Amount to reflect the impact of Seller's allocation mechanism under this Revised Section 20 on Shippers' share of Seller's take-or-pay costs, allocated under Original Section 20 of Seller's General Terms and Conditions to its FERC Gas Tariff, First Revised Volume No. 1. This one-time adjustment will cause a credit or debit in the computation of Shippers' Monthly Surcharge Amount to reflect over- or under-recoveries, respectively.

- (f) Additional Adjustment. An additional adjustment shall be made in the computation of each customer's Monthly Surcharge Amount to reflect the impact of the Commission order issued May 4, 1994, at Docket Nos. RP91-47-000, et al. on Seller's allocation mechanism for determining Shippers' share of Seller's take-or-pay cost. This adjustment will cause a credit or debit in the computation of Shippers' Monthly surcharge Amount to reflect over- or under-recoveries, respectively.

- 20.3 Payment by Shipper. The amount of each Shipper's share of take-or-pay charges attributable to the take-or-pay provisions of the Section 20 shall be billed to each Shipper on its monthly invoice for Seller's firm services provided Shipper, and shall be due and payable in accordance with Section 5.2 of Seller's General Terms and Conditions to its FERC Gas Tariff. If the payment date shall be other than as set forth in Section 5.2 of Seller's General Terms and Conditions to its FERC Gas Tariff, Seller shall promptly notify Shipper of the revised payment due date.

Any payment required from Shipper and not received by Seller on or before the due date shall bear interest in accordance with Section 5.4 of Seller's General Terms and Conditions to its FERC Gas Tariff.

Shippers, whose service agreement(s) with Seller expire on or after December 1, 1990, and whom receive Commission authority to abandon service from Seller at any time on or after December 1, 1990, shall be directly billed for Shipper's full unpaid share of take-or-pay charges attributable to take-or-pay charges approved by the Commission and billed to Seller by its upstream pipelines, together with carrying charges thereon through the date of the final Commission order authorizing such abandonment, regardless of the effective date of the

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FERC Docket: RP91-47-012

Sub. First Revised Sheet No. 216A Sub. First Revised Sheet No. 216A : Superseded
Superseding: Sub. Original Sheet No. 216A

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (cont'd)

- (d) Surcharge Amount. The principal amount of each increment of take-or-pay costs charged to Seller by its upstream pipelines (including original carrying costs computed), together with the number of months comprising the amortization period associated with each such increment of take-or-pay costs, are reflected on one or more of Sheet Nos. 217 through 225 of Seller's FERC Gas Tariff. Any carrying charges due Seller shall be calculated on a monthly basis pursuant to Commission approved interest rates.
- (e) Surcharge Adjustment. A one-time adjustment, to be recovered in equal monthly installments over a twenty-four month period, shall be made in the computation of each customer's Monthly Surcharge Amount to reflect the impact of Seller's allocation mechanism on Shippers' share of Seller's take-or-pay costs, allocated under this Section 20 of the General Terms and Conditions to Seller's FERC Gas Tariff, First Revised Volume No. 1 as Section 20 existed in Seller's filing on June 21, 1991 in Docket No. RP91-47-000, et al. This one-time adjustment caused a credit or debit in the computation of Shippers' Monthly Surcharge Amount to reflect over- or under-recoveries, respectively.
- (f) Additional Adjustment. An additional adjustment shall be made in the computation of each customer's Monthly Surcharge Amount to reflect the impact of the Commission order issued May 4, 1994, at Docket Nos. RP91-47-000, et al. on Seller's allocation mechanism for determining Shippers' share of Seller's take-or-pay cost. This adjustment will cause a credit or debit in the computation of Shippers' Monthly surcharge Amount to reflect over- or under-recoveries, respectively.

Effective Date: 07/29/1994 Status: Effective
FERC Docket: RP91- 47-014

First Revised Sheet No. 216B First Revised Sheet No. 216B : Superseded
Superseding: 2nd Sub. Original Sheet No. 216B

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (cont'd)

The Additional Adjustment shall be made by Seller as to each of the individual pipeline take-or-pay proceedings after the Commission issues a final, non-appealable order approving each of the upstream pipeline's take-or-pay allocation methodology. Additional Adjustments will be computed in each of Seller's compliance filings to flowthrough its upstream pipeline's take-or-pay charges, which compliance filings shall be tendered within 30 days of final, non-appealable orders by the Commission approving each individual upstream pipeline's take-or-pay allocation method.

Billing adjustments to reflect any Additional Adjustment will be made to customer's invoices by Seller, including payment of refunds of overpayments, within sixty (60) days after the Commission issues a final, non-appealable order approving Seller's compliance filing to flowthrough the corresponding take-or-pay charges. Such billing adjustments shall include interest payments or charges at the Commission-approved interest rate calculated from the date the payment was received, or if Buyer did not pay, the date payment should have been received, through the date of such billing adjustment.

- (g) True Up. Within sixty (60) days of the last take-or-pay payments made by customers related to Seller's individual filings to flowthrough its upstream pipeline's take-or-pay charges after the Commission's approval of each individual upstream pipeline's take-or-pay allocation methodology by a final, non-appealable order, Seller will submit to the Commission for approval and to the parties a final report and any further adjustments, if necessary, to insure that the amount billed or flowed through to each of its customers is the amount the customer owed or was due. Any such further adjustments shall include interest at the Commission-approved rate through the date of such adjustment.

Effective Date: 07/29/1994 Status: Effective
FERC Docket: RP91- 47-013

Sub. Original Sheet No. 216C Sub. Original Sheet No. 216C : Superseded

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (cont'd)

In accordance with the Commission's order in Docket No. RP91-47-006, et al., 68 FERC 61,132, each Shipper's share of take-or-pay charges attributable to the take-or-pay provisions of this Section 20 billed after July 29, 1994, may be recovered over an extended amortization period not to exceed 36 months, at the Shipper's option, commencing on the effective date of the filing.

Any payment required from Shipper and not received by Seller on or before the due date shall bear interest in accordance with Section 5.4 of Seller's General Terms and Conditions to its FERC Gas Tariff.

Shippers, whose service agreement(s) with Seller expire on or after December 1, 1990, and whom receive Commission authority to abandon service from Seller at any time on or after December 1, 1990, shall be directly billed for Shipper's full unpaid share of take-or-pay charges attributable to take-or-pay charges approved by the Commission and billed to Seller by its upstream pipelines, together with carrying charges thereon through the date of the final Commission order authorizing such abandonment, regardless of the effective date of the Commission's order authorizing the abandonment of service. Seller shall submit invoices to such Shipper(s) for the full amount due and owing within the later of thirty (30) days following issuance of a final Commission order authorizing Seller's inclusion of this Surcharge in Seller's FERC Gas Tariff or thirty (30) days following the issuance of a final Commission order authorizing such abandonment. Shipper shall pay Seller the full amount due within thirty (30) days after receipt of such invoice.

Effective Date: 10/01/1993 Status: Effective
 FERC Docket: TM94-1-16-001

Second Revised Sheet No. 220 Second Revised Sheet No. 220 : Superseded
 Superseding: Original Sheet No. 220
 GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (Cont'd.)

(b) Charges to Seller. (Cont'd)

Supplier		Columbia's Docket No.	Principal Amount (\$)	No. of Months
Texas Gas,	TM89-2-18	TM89-3-21	3,018.00	6
Texas Eastern,	TM89-4-17	TM89-3-21	108.00	6
Texas Gas,	RP89-119,RP91-61	TM92-9-21	5,256.00	24
	RP89-208,RP91-61	TM92-9-21	96.00	24
	RP90-58,RP91-61	TM92-9-21	2,304.00	24
Texas Eastern,	RP89-150,RP91-72	RP91-41-003	720.00	24
Texas Eastern,	TM89-12-17	TM90-5-21	336.00	6
Texas Eastern,	RP89-153,RP91-73	RP91-41-003		1/
Texas Eastern,	RP91-74 (So./Un.)	RP91-41-003		1/
Texas Eastern,	RP91-74 (So./S.R.)	RP91-41-003		1/
Texas Gas,	TM89-4-18	TM90-5-21	8,484.00	6
Texas Gas,	TM90-6-18	TM91-2-21-000	29,540.00	20
Texas Gas	TM90-3-18	TM90-8-21	24.00	6
Transco,	RP90-99	RP91-41-003	0.00	12
Texas Gas,	TM90-5-18	TM90-13-21	444.00	6
Transco,	RP90-179	TM92-3-21	816.00	12
Transco,	RP91-147	TM93-5-21	1,032.00	12
Texas Gas,	RP91-134	TM91-12-21	274.00	24
		TM91-12-21	3,737.00	24
		TM91-12-21	898.00	24
		TM91-12-21	215.00	24
Texas Eastern, TM91-7-17		TM91-12-21	16.00	24
		TM91-12-21	59.00	24
		TM91-12-21	11.00	1
		TM91-12-21	4.00	1

1/ Refund due NFGS by Columbia under these Dockets. See Section 20.6(c) for refund amount.

Effective Date: 07/29/1994 Status: Effective
 FERC Docket: RP91-47-009

Sub. Third Revised Sheet No. 222 Sub. Third Revised Sheet No. 222 : Superseded
 Superseding: Third Revised Sheet No. 222

GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (Cont'd.)

Supplier		CNG's Docket No.	Principal Amount (\$)	No. of Months
Tennessee,	RP91-29	RP91-51-001		1/ 2/
Texas Gas,	RP88-177,RP91-100	RP91-125		1/
Texas Eastern,	RP91-74	RP91-98-000		1/
Texas Eastern,	RP91-74	RP91-98-000	19,440.00	24
Texas Eastern,	RP89-184,RP91-74	RP91-98-000	5,568.00	24
Texas Gas,	RP89-119,RP91-61	RP91-98-000	37,608.90	1/
Texas Eastern,	RP91-72	RP91-98-000	51,960.00	24
Texas Eastern,	RP91-73	RP91-98-000		1/
Texas Eastern,	RP91-74	TM91-9-22	8,183.00	24
Texas Gas,	RP91-101	RP91-125-000	11,271.33	1/
Texas Eastern,	RP91-75-001	RP88-91	5,257.00	24
Texas Gas,	RP90-64,RP91-102	RP91-125-000		1/
Texas Eastern,	RP91-75-001	RP91-98-001	36,120.00	24
Texas Eastern,	RP91-75-001	RP91-98-001	9,861.00	24
Texas Gas,	RP91-134	TM91-7-22	70,205.00	24
Texas Eastern,	TM91-7-17	TM91-9-22	15,568.00	24
Transco,	RP88-68, et al.	TM92-7-22-000	74,406.00*	12
Direct,		RP93-69-000	10,258.00	1

* This amount denotes charges to CNG from Transco for the fifth PSP recovery period and the third LPSP recovery period.

1/ Docket reflects a credit due NFGS which will be refunded to the customers when received from CNG. See Section 20.7(c) for refund amount.

2/ Pursuant to the Order issued May 4, 1994, at Docket No. RP91-47-000, et al., the principal amount for Tennessee will be rebilled in accordance with Section 20.2(b)(4).

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FERC Docket: TM95-1-16-000

Seventh Revised Sheet No. 225 Seventh Revised Sheet No. 225 : Superseded
Superseding: Sixth Revised Sheet No. 225
GENERAL TERMS AND CONDITIONS

20. PASS-THROUGH OF FIXED TAKE-OR-PAY SURCHARGE (Cont'd.)

Shipper's allocation factor (shown on Subsection 20.2(b)(5) hereof) to which amount is added each Shipper's Surcharge Adjustment, if any.

- (b) Charges to Seller. Seller's allocated share of Tennessee's total direct and indirect fixed take-or-pay costs is:

Supplier	Tennessee's Docket No.	Principal Amount (\$)	No. of Months
Direct	RP94-69-000	475,188.00*	6
	RP94-261	6,237.00	1

* These amounts include both principal and interest to be collected by Tennessee over the twelve month recovery period initiated by the December 1, 1993 Tennessee filing.

21. TRANSITION COSTS

Pursuant to Order Nos. 636 et seq., issued by the Commission, Transporter is authorized to recover Transition Costs from its Buyers as set forth in this Section. This Section shall be applicable until such time as Transporter has recovered all of its Transition Costs.

21.1 Costs Associated with Account Nos. 858, 191 and 186

- (a) Reports. On or before May 1, 1994, Transporter shall file with the Commission and mail to each of its affected Buyers and interested state commissions, a report setting forth the final balances (as of April 30, 1994) of Account Nos. 858 and 191 and the transportation and compression costs in Account No. 186, after all adjustments and the amounts already collected or disbursed as of that point in time if the recovery and/or refund of the accounts has already commenced pursuant to a Commission order. Also, Transporter shall file a report with the Commission setting forth the amounts under Account Nos. 191 and 858, as well as the transportation and compression costs in Account No. 186, finally billed or refunded.

Effective Date: 08/18/1994 Status: Effective
FERC Docket: MT94- 18-000

First Revised Sheet No. 231 First Revised Sheet No. 231 : Superseded
Superseding: Sub. Original Sheet No. 231

GENERAL TERMS AND CONDITIONS

21. TRANSITION COSTS (Cont'd.)

affected firm Buyers and interested state commissions a revised tariff sheet or sheets showing such charge and a statement showing the basis therefor.

- (d) Effective Period of Flow Through. Transporter shall continue to flow through the charges under this section for the full period required to recover the total Transition Costs that Transporter is required to pay such upstream pipelines.

21.6 Exit Fee

- (a) If Transporter and a firm Buyer agree upon a reduction or termination of that Buyer's service, such Buyer shall pay Transporter a negotiated exit fee including charges for Account Nos. 191, 858, and the transportation and Compression costs in Account No. 186, GSR Costs, Stranded Costs, Implementation Costs and Upstream Supplier Transition Costs, plus any associated carrying charges assigned or allocated to and otherwise payable by the Buyer, absent the termination. In addition, Transporter will collect all or a portion of the capacity reservation charge otherwise recoverable by Transporter from the Buyer for the balance of the contractual term, absent early termination.

22. STANDARDS OF CONDUCT IN SALES AND TRANSPORTING GAS FOR OTHERS

This Section 22 is required by 18 CFR 250.16 because:

- (a) Transporter engages in transportation transactions with its affiliated marketing entity: National Fuel Resources, Inc. ("NFR"); and
- (b) Transporter engages in transportation transactions with an entity which may be or may become affiliated with Transporter: Hub Services, Inc. d/b/a Ellisburg-Leidy Hub Company ("Hub").
- (c) Transporter engages in sales transactions with its affiliate NFR from time-to-time.

For convenience, and without acknowledging that Hub is actually affiliated with Transporter, NFR and Hub are collectively referred to herein as "marketing affiliates".

Effective Date: 08/18/1994 Status: Effective

FERC Docket: MT94- 18-000

First Revised Sheet No. 232 First Revised Sheet No. 232 : Superseded
Superseding: Sub. Original Sheet No. 232

GENERAL TERMS AND CONDITIONS

22. STANDARDS OF CONDUCT IN SALES AND TRANSPORTING GAS FOR OTHERS

22.1 Shared Operating Personnel and Facilities

- (a) Transporter shares no officers or operating personnel with any marketing affiliate; except that Transporter's sales operating unit will share the services of Mr. Chuck Hunt, an employee of NFR, from time-to-time to make sales of gas.
- (b) Transporter and Hub share no facilities or support services of any kind. Hub and Transporter may execute a contract whereby Transporter would provide technical electronic bulletin board services to Hub, for a price which assures that Transporter's other Shippers do not subsidize Hub's electronic bulletin board. Hub's only office is in Pittsburgh, Pennsylvania, where Transporter has no offices.
- (c) NFR's only office is in Buffalo, New York, on a separate floor of a building in which some of Transporter's offices are located. Transporter and NFR share some support services including accounting and human resources.
- (d) No marketing affiliate has access to any computer system of Transporter (other than as a subscriber to Transporter's electronic bulletin board to the same extent as any other such subscriber). Transporter's employees have been instructed that they should not, except in compliance with the Commission's Regulations, share with any marketing affiliate (i) any information related to the sales or transportation of natural gas, (ii) any information which Transporter received in the course of providing sales or transportation services, or (iii) any information which Transporter received from any shipper or potential shipper in connection with a request for sales or transportation services.

Effective Date: 08/18/1994 Status: Effective

FERC Docket: MT94- 18-000

First Revised Sheet No. 232A First Revised Sheet No. 232A : Superseded
Superseding: Original Sheet No. 232A

GENERAL TERMS AND CONDITIONS

22. STANDARDS OF CONDUCT IN SALES AND TRANSPORTING GAS FOR OTHERS (Cont'd)

22.2 Form of Transportation Service Request

The form of Service Request Form which Transporter requires all potential transportation customers, including marketing affiliates, to complete and submit to Seller appears at Sheet Nos. 253-256 of this FERC Gas Tariff. The Nomination Form appears at Sheet No. 257 of this FERC Gas Tariff.

22.3 Complaint Procedures

Complaints by shippers and potential shippers concerning any transportation or sales services offered by Transporter or any or Transporter's transportation or sales practices and procedures should be directed to Seller's Vice President, Gas Supply, at (716) 857-7889. Transporter will respond initially within 48 hours and in writing within 30 days to such complaints. Any person dissatisfied with the response received from the Vice President, Gas Supply, should resubmit the complaint, in writing, to:

General Counsel
National Fuel Gas Supply Corporation
10 Lafayette Square
Buffalo, NY 14203

Effective Date: 08/18/1994 Status: Effective
FERC Docket: MT94- 18-000

Second Revised Sheet No. 233 Second Revised Sheet No. 233 : Superseded
Superseding: First Revised Sheet No. 233

GENERAL TERMS AND CONDITIONS

22. STANDARDS OF CONDUCT IN SALES AND TRANSPORTING GAS FOR OTHERS
(Cont'd.)

22.4 Information for Shippers and Potential Shippers

Affiliated and nonaffiliated shippers and potential shippers may receive some information on the availability and pricing of Transporter's transportation or sales service, and the capacity of Transporter's pipelines available for transportation, by accessing Transporter's electronic bulletin board by computer. The electronic bulletin board will be operated by a contractor as described in Section 9 hereof. To set up a user account, interested parties should contact the Gas Supply Department at (716) 857-7654.

Affiliated and nonaffiliated shippers and potential shippers may receive additional information on the availability and pricing of Transporter's transportation or sales service, and the capacity of Transporter's pipelines available for transportation, by calling Transporter's Manager of Contract Administration at (716) 857-7233. Any such information, or any other information on gas sales, gas marketing or gas transportation, which Transporter provides to any marketing affiliate will be available on Transporter's electronic bulletin board, accessible as described above, for 30 days.

23. Transportation and Storage Cost Adjustments ("TSCA")

The rates and charges applicable to Rate Schedule EFT are subject to adjustment, in Seller's first quarterly filing made pursuant to this Section 23 herein following August 1, 1993 and in each quarterly and annual filing thereafter, to reflect changes in Transportation Costs. "Transportation Costs" are costs incurred by Seller after July 31, 1993, for the transmission, storage and compression of gas by others included in Account Nos. 858 and 826, excluding costs associated with providing service under Rate Schedules V-1, V-2, and X-58, and costs subject to direct passthrough pursuant to Section 12 of these General Terms and Conditions.

23.1 Filing of Transportation and Storage Cost Adjustment

The effective Transportation and Storage Cost Adjustment ("TSCA") under Rate Schedule EFT shall be shown on Seller's Tariff Sheet No. 5. Seller shall file its TSCA quarterly and its filing shall include computations showing the derivation of the TSCA.

Effective Date: 08/24/1994 Status: Effective
FERC Docket: CP92-508-007

Sub. Third Revised Sheet No. 236 Sub. Third Revised Sheet No. 236 : Superseded
Superseding: Sub. Second Revised Sheet No. 236

GENERAL TERMS AND CONDITIONS

23. Transportation and Storage Cost Adjustments ("TSCA") (Cont'd.)

23.6 Termination Provision

At such time as the provisions of this Section are terminated, (i) any net credit balance in the Account No. 186 subaccount, Unrecovered Transportation and Storage Cost, shall be refunded to Buyers, or (ii) any net debit balance shall be due and payable by Buyers.

Such refunds or payments shall be made by either debiting or crediting a deferred account or by immediate cash refunds/direct billing payments as may be directed by the Commission, or, in the absence of direction from the Commission, cash refunds/direct billing payments.

24. Revenue Flow Back

24.1 General

Transporter shall flow back the net revenues it receives from its:

- (a) W-1 and IT services to its EFT, FT, SS-1 and SS-2 customers; and
- (b) ISS, IAS, P-1 and IR-1, P-2 and IR-2 services to its ESS, FSS, SS-1 and SS-2 customers.

24.2 Definition of Net Revenues

Net revenues are the annual revenues actually received by Transporter for P-1, W-1, IR-1, P-2 and IR-2, IT, ISS and IAS services, less:

- (a) any GSR recoveries as provided for under Section 21.3 (b) of this tariff as well as GRI and ACA costs included in those services ("base revenues"); less,
- (b) for IT service, 100 percent of the base revenues when they are not greater than the product of 1.8 MMDth and the approved rate for IT service ("IT revenue credit"); or 10 percent of the base revenues to the extent they are greater than the IT revenue credit; less,
- (c) for P-1, W-1 and IR-1, P-2 and IR-2 services, 10 percent of the base revenues; less,
- (d) for ISS and IAS services, the variable costs of providing such service.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Sixth Revised Sheet No. 237 Sixth Revised Sheet No. 237 : Superseded

Superseding: 3rd Sub. Fifth Revised Sheet No. 237

GENERAL TERMS AND CONDITIONS

24. Revenue Flow Back (Cont'd)

24.3 Allocation of Net Revenues

(a) Net revenues from W-1 and W-2 services shall be allocated to EFT, FST, and FT Customers in proportion to the Contract Maximum Daily Transportation Quantity of each customer.

(b) Net revenues from P-1, IR-1, P-2 and IR-2 services, shall be allocated to all ESS, and FSS customers in proportion to the Maximum Storage Quantity of each customer.

24.4 Timing

Flow backs will be made quarterly. The first flow back will cover the first three calendar months and any partial months after the effective date of this tariff section.

24.5 Billing Adjustments

Flow backs will be made as credits to the EFT, FST, FT, ESS, and FSS customers' statements for the first month following the quarterly flow back period.

Effective Date: 08/30/1996 Status: Effective
 FERC Docket: RP96-319-000

Ninth Revised Sheet No. 237A Ninth Revised Sheet No. 237A : Superseded
 Superseding: Eighth Revised Sheet No. 237A

GENERAL TERMS AND CONDITIONS
 Treatment of Accounts 191 and 186 Balances
 In Accordance with Section 21 (d)

Balance at June 30, 1996

Customer	Demand Determinants @ 7/31/93	Demand Refund
National Fuel Gas Distribution-NY	705,785	\$ (1,898.79)
National Fuel Gas Distribution-PA	346,775	(932.93)
Clarion River	101	(0.27)
Eastern Natural Gas	9,185	(24.71)
North East Heat & Light Company	5,414	(14.57)
The Peoples Natural Gas Company	9,044	(24.33)
Town of Rushford	42	(0.11)
Total RQ Customers	1,076,346	\$ (2,895.71)
Algonquin Gas Transmission	0	\$ 0.00
Boston Gas	6,335	(17.04)
Bristol & Warren	158	(0.43)
Colonial Gas	577	(1.55)
Commonwealth Gas	3,073	(8.27)
Connecticut Natural	1,877	(5.05)
Granite State	1,540	(4.14)
Town of Middleborough	34	(0.09)
North Attleboro	23	(0.06)
Providence	1,889	(5.08)
Southern Connecticut	1,457	(3.92)
Yankee Gas	1,797	(4.83)
The Brooklyn Gas Company	3,250	(8.74)
Consolidated Edison Company of NY	3,800	(10.22)
Elizabethtown Gas Company	1,090	(2.93)
New Jersey Natural Company	3,250	(8.74)
Public Service Electric & Gas Co.	9,850	(26.50)
Elizabethtown Gas Company	10,000	(26.90)
Total CD Customers	50,000	\$ (134.49)
Total	1,126,346	\$ (3,030.20)

Effective Date: 08/30/1996 Status: Effective
 FERC Docket: RP96-319-000

Tenth Revised Sheet No. 237B Tenth Revised Sheet No. 237B : Superseded
 Superseding: Ninth Revised Sheet No. 237B

GENERAL TERMS AND CONDITIONS
 Treatment of Accounts 191 and 186 Balances
 In Accordance with Section 21 (d)

Balance as of June 30, 1996

Customer	Commodity Sales 12 Months Ended 7/31/93	Commodity (Refund)
National Fuel Gas Distribution-NY	87,117,360	\$ (114.25)
National Fuel Gas Distribution-PA	36,376,150	(47.70)
Clarion River	12,454	(0.02)
Eastern Natural Gas	1,087,104	(1.43)
North East Heat & Light Company	713,432	(0.94)
The Peoples Natural Gas Company	1,145,726	(1.50)
Town of Rushford	9,066	(0.01)
Total RQ Customers	126,461,292	\$ (165.85)
Algonquin Gas Transmission	18,760	\$ (0.02)
Boston Gas	0	(0.00)
Bristol & Warren	0	(0.00)
Colonial Gas	0	(0.00)
Commonwealth Gas	0	(0.00)
Connecticut Natural	0	(0.00)
Granite State	0	(0.00)
Town of Middleborough	0	(0.00)
North Attleboro	0	(0.00)
Providence	0	(0.00)
Southern Connecticut	0	(0.00)
Yankee Gas	0	(0.00)
The Brooklyn Gas Company	445,250	(0.58)
Consolidated Edison Company of NY	102,600	(0.13)
Elizabethtown Gas Company	45,780	(0.06)
New Jersey Natural Company	126,750	(0.17)
Public Service Electric & Gas Co.	1,053,950	(1.38)
Elizabethtown Gas Company	869,717	(1.14)
Total CD Customers	2,662,807	\$ (3.48)
Total	129,124,099	\$ (169.33)

Effective Date: 04/01/1994 Status: Effective
 FERC Docket: RP94-191-000

Original Sheet No. 237E Original Sheet No. 237E : Superseded

GENERAL TERMS AND CONDITIONS
 Flow Through of Columbia Gas Transmission Account 191
 Filed March 1, 1994 in Docket No. RP94-158-000

Balance as of December 31, 1993

Customer	Commodity Sales 12 Months Ended 7/31/93	Commodity Charge
National Fuel Gas Distribution-NY	87,117,360	\$ 8,153.06
National Fuel Gas Distribution-PA	36,376,150	3,404.08
Clarion River	12,454	1.17
Eastern Natural Gas	1,087,104	101.74
North East Heat & Light Company	713,432	66.78
The Peoples Natural Gas Company	1,145,726	107.23
Town of Rushford	9,066	0.85
Total RQ Customers	126,461,292	\$ 11,834.91
Algonquin Gas Transmission	18,760	\$ 1.76
Boston Gas	0	0.00
Bristol & Warren	0	0.00
Colonial Gas	0	0.00
Commonwealth Gas	0	0.00
Connecticut Natural	0	0.00
Granite State	0	0.00
Town of Middleborough	0	0.00
North Attleboro	0	0.00
Providence	0	0.00
Southern Connecticut	0	0.00
Yankee Gas	0	0.00
The Brooklyn Gas Company	445,250	41.65
Consolidated Edison Company of NY	102,600	9.58
Elizabethtown Gas Company	45,780	4.27
New Jersey Natural Company	126,750	11.84
Public Service Electric & Gas Co.	1,053,950	98.62
Elizabethtown Gas Company	869,717	81.37
Total CD Customers	2,662,807	\$ 249.09
Total	129,124,099	\$ 12,084.00

Effective Date: 05/01/1994 Status: Effective
 FERC Docket: RP94-228-000

Original Sheet No. 237F Original Sheet No. 237F : Superseded

GENERAL TERMS AND CONDITIONS
 Flow Through of Tennessee Gas Pipeline's Account 191
 Filed April 1, 1994 in Docket No. RP93-147

Balance as of February 28, 1994

Customer	Demand Determinants @ 7/31/93	Demand (Charge)
National Fuel Gas Distribution-NY	705,785	\$3,249,856.69
National Fuel Gas Distribution-PA	346,775	1,596,759.71
Clarion River	66	303.90
Eastern Natural Gas	9,185	42,293.24
North East Heat & Light Company	4,031	18,561.14
The Peoples Natural Gas Company	9,044	41,643.99
Town of Rushford	42	193.39
Total RQ Customers	1,074,928	\$4,949,612.06
Algonquin Gas Transmission	0	\$ 0.00
Boston Gas	6,335	29,170.13
Bristol & Warren	158	727.53
Colonial Gas	577	2,656.85
Commonwealth Gas	3,073	14,149.93
Connecticut Natural	1,877	8,642.83
Granite State	1,540	7,091.08
Town of Middleborough	34	156.56
North Attleboro	23	105.91
Providence	1,889	8,698.09
Southern Connecticut	1,457	6,708.90
Yankee Gas	1,797	8,274.46
The Brooklyn Gas Company	3,250	14,964.95
Consolidated Edison Company of NY	3,800	17,497.48
Elizabethtown Gas Company	1,090	5,019.01
New Jersey Natural Company	3,250	14,964.95
Public Service Electric & Gas Co.	9,850	45,355.30
Elizabethtown Gas Company	10,000	46,045.98
Total CD Customers	50,000	\$ 230,229.94
Total	1,124,928	\$5,179,842.00

Effective Date: 01/01/1995 Status: Effective
 FERC Docket: RP95- 80-000

First Revised Sheet No. 237C.01 First Revised Sheet No. 237C.01 : Effective
 Superseding: Original Sheet No. 237C.01

GENERAL TERMS AND CONDITIONS
 Additional Interest on the
 Flow Through of CNG Transmission's Accounts 191 and 186
 Filed June 30, 1994 in Docket No. RP94-31-000
 To Be Effective July 30, 1994

Customer	Demand Determinants @ 7/31/93	Demand Charge
National Fuel Gas Distribution-NY	705,785	\$ 1,311.87
National Fuel Gas Distribution-PA	346,775	644.56
Clarion River	101	0.19
Eastern Natural Gas	9,185	17.07
North East Heat & Light Company	5,414	10.06
The Peoples Natural Gas Company	9,044	16.81
Town of Rushford	42	0.08
Total RQ Customers	1,076,346	\$ 2,000.64
Algonquin Gas Transmission	0	\$ 0.00
Boston Gas	6,335	11.78
Bristol & Warren	158	0.29
Colonial Gas	577	1.07
Commonwealth Gas	3,073	5.71
Connecticut Natural	1,877	3.49
Granite State	1,540	2.86
Town of Middleborough	34	0.06
North Attleboro	23	0.04
Providence	1,889	3.51
Southern Connecticut	1,457	2.71
Yankee Gas	1,797	3.34
The Brooklyn Gas Company	3,250	6.04
Consolidated Edison Company of NY	3,800	7.06
Elizabethtown Gas Company	1,090	2.03
New Jersey Natural Company	3,250	6.04
Public Service Electric & Gas Co.	9,850	18.31
Elizabethtown Gas Company	10,000	18.59
Total CD Customers	50,000	\$ 92.93
Total	1,126,346	\$ 2,093.57

Effective Date: 01/01/1995 Status: Effective
 FERC Docket: RP95- 80-000

First Revised Sheet No. 237E.01 First Revised Sheet No. 237E.01 : Effective
 Superseding: Original Sheet No. 237E.01

GENERAL TERMS AND CONDITIONS
 Flow Through of Columbia Gas Transmission Account 191
 Filed August 29, 1994 in Docket No. RP94-335-000

Customer	Commodity Sales 12 Months Ended 7/31/93	Commodity (Credit)
National Fuel Gas Distribution-NY	87,117,360	\$ (19.57)
National Fuel Gas Distribution-PA	36,376,150	(8.17)
Clarion River	12,454	(0.00)
Eastern Natural Gas	1,087,104	(0.24)
North East Heat & Light Company	713,432	(0.16)
The Peoples Natural Gas Company	1,145,726	(0.26)
Town of Rushford	9,066	(0.00)
Total RQ Customers	126,461,292	\$ (28.40)
Algonquin Gas Transmission	18,760	\$ (0.00)
Boston Gas	0	0.00
Bristol & Warren	0	0.00
Colonial Gas	0	0.00
Commonwealth Gas	0	0.00
Connecticut Natural	0	0.00
Granite State	0	0.00
Town of Middleborough	0	0.00
North Attleboro	0	0.00
Providence	0	0.00
Southern Connecticut	0	0.00
Yankee Gas	0	0.00
The Brooklyn Gas Company	445,250	(0.10)
Consolidated Edison Company of NY	102,600	(0.02)
Elizabethtown Gas Company	45,780	(0.01)
New Jersey Natural Company	126,750	(0.03)
Public Service Electric & Gas Co.	1,053,950	(0.24)
Elizabethtown Gas Company	869,717	(0.20)
Total CD Customers	2,662,807	\$ (0.60)
Total	129,124,099	\$ (29.00)

GENERAL TERMS AND CONDITIONS

26. PROCEDURES FOR ALLOCATING FIRM CAPACITY (cont'd)

(b) Rate bid.

In the event Transporter receives two or more bids of equal value, then under method (a) the best bid shall be the bid with the shortest term and under method (b) the best bid shall be the bid with the longest term.

- 26.3 In processing requests for service received within the posting period, Transporter shall allocate capacity among shippers according to the present values (where method (a) is employed) or rates (where method (b) is employed) of the bids received. A ratable allocation, based on the quantities requested, shall be made among shippers that submit bids that are equal with respect to both value and term.
- 26.4 Transporter's posting shall also specify the number of days within which shippers must execute and return service agreements or precedent agreements once Transporter has allocated available capacity in accordance with Section 26.3. If a Shipper fails to execute and return the agreement tendered by Transporter within such specified period, the capacity allocated to that Shipper will be reallocated among the remaining shippers requesting the posted capacity during the posting period, in accordance with Section 26.3.
- 26.5 If some or all of the posted capacity remains available following the posting period, Transporter may, in its discretion, establish additional posting periods. Requests for firm service that are received by Transporter outside of an established posting period shall be processed on a first-come, first-served basis in accordance with the applicable rate schedule, subject to Section 26.6.
- 26.6 If Transporter receives a request for firm service (other than a backhaul service) that requires capacity that exists on Transporter's system, but has not been disclosed to shippers pursuant to Section 9 of these General Terms and Conditions, Transporter shall solicit service requests for such capacity, and shall allocate such capacity in accordance with this Section 26. In such case, the request for capacity that had not been disclosed shall be considered to have been received in response to the posting and during the posting period.

Effective Date: 12/31/1996 Status: Effective

FERC Docket: RP97-191-000

Original Sheet No. 237.15 Original Sheet No. 237.15 : Superseded

GENERAL TERMS AND CONDITIONS

27. ORDER OF DISCOUNTS

If and when Transporter discounts the rates applicable for service under any Service Agreement under Rate Schedules included in this Tariff, the amount of any such discount shall be accounted for as a reduction of maximum rates in the following sequence to the extent any of the following components are included in the maximum rate:

- (a) GRI Surcharge
- (b) Niagara Zone 1 Secondary Point Surcharge
- (c) X-58 Conversion Surcharge
- (d) the base rate

GENERAL TERMS AND CONDITIONS

28. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

- 28.1 Except as provided in Section 28.2 herein, Shipper shall reimburse Transporter (a) for the costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport or deliver natural gas for Shipper's account and (b) for any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Transporter by Shipper pursuant to this Section 28.1 shall be due and payable to Transporter within ten (10) days of receipt by Shipper of Transporter's bill(s) for same; provided, however, subject to Transporter's consent such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the service agreement between Transporter and Shipper. Carrying charges shall be computed utilizing interest factors acceptable to both Transporter and Shipper.
- 28.2 Transporter may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 28.1 if Shipper provides Transporter adequate assurances of transportation throughput to make construction of the facilities economical to Transporter. All requests for waiver shall be handled by Transporter in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Transporter will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Transporter estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Transporter. In estimating the revenues to be generated, Transporter will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the location of the markets, the interruptible versus the firm nature of the transportation service, and other similar factors which impact whether the available deliverability will actually be transported.

Effective Date: 12/31/1996 Status: Effective

FERC Docket: RP97-191-000

Original Sheet No. 237.17 Original Sheet No. 237.17 : Superseded

GENERAL TERMS AND CONDITIONS

29. PERIODIC REPORTS

In accordance with and as approved by the Commission's July 8, 1993 Order approving the Offer of Settlement filed January 12, 1993 in Docket No. RP91-68-016 et al., Transporter shall file semi-annual reports (coinciding with the terminations of the injection and withdrawal cycles) containing certain operational and other information concerning storage fields formerly operated by Penn-York Energy Corporation.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Original Sheet No. 237.19 Original Sheet No. 237.19 : Superseded

GENERAL TERMS AND CONDITIONS

31. QUALIFICATION FOR SERVICE

31.1 Shippers requesting new or additional service under any rate schedule must provide the information required by this Subsection 31.1 and on Transporter's "Service Request Form" (available on Transporter's EBB). No service will be scheduled for receipt and delivery until a completed "Service Request Form" with respect to such service has been provided to Transporter. A "Service Request Form" shall be tendered no earlier than ninety days prior to the proposed commencement date of service, unless the construction of new facilities is required, unless the request is for capacity that will not be available until the proposed commencement date or unless the request is for capacity posted by Transporter pursuant to Section 26 of the General Terms and Conditions of this tariff. All completed "Service Request Forms" not filed through Transporter's EBB are to be sent to:

National Fuel Gas Supply Corporation
Marketing Department - Room 1400
10 Lafayette Square
Buffalo, New York 14203

Any modification of an existing service shall be requested by Shipper's submission of a new "Service Request Form" with a notation on the Form that the service requested is a modification of an existing service.

Any request shall include the following:

- (a) Receipt/Delivery Points: The requested receipt and delivery points as set forth in the applicable rate schedule,
- (b) Quantities: The requested quantities, as set forth in the applicable rate schedule.
- (c) Term: The proposed commencement date and term of service.

GENERAL TERMS AND CONDITIONS

31. QUALIFICATION FOR SERVICE (Cont'd)

- (d) Shipper Certification: A statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence, that Shipper will have good title or the good right to deliver the gas to be delivered to Transporter, and if the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Shipper's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:
 - (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
 - (ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and function as an intrastate pipeline or a local distribution company; or
 - (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
- (e) Facilities: Identification and location of any facilities proposed to be constructed or installed by any party affected by the proposed transportation service, including, but not limited to, equipment sufficient to provide Transporter with real time measurement, communication and control capability.

GENERAL TERMS AND CONDITIONS

31. QUALIFICATION FOR SERVICE (Cont'd.)

(f) Credit Evaluation:

- (i) a copy of Shipper's most recent audited financial statement and most recent financial statement, audited or unaudited;
- (ii) a copy of Shipper's most recent twelve-month audited financial statement or Annual Report and, if applicable, 10-K form;
- (iii) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.

In the event Shipper cannot provide the information in Subsection 31.1(f) (i) and/or (ii) above, Shipper shall, if applicable, provide that information for its parent company.

- 31.2 (a) Transporter shall not be required to perform or to continue service on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate credit worthiness; provided, however, such Shipper may receive service

- (i) if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to:
 - (A) for service under the IAS, IR-1 and IR-2 Rate Schedules, the highest Negative Imbalance Cash-Out price (set forth at Section 14.10(a) of these General Terms and Conditions) occurring during the twelve (12) month period preceding the date service is requested times the quantity of advanced gas requested, or

GENERAL TERMS AND CONDITIONS

31. QUALIFICATION FOR SERVICE (Cont'd.)

(B) for all other services, the cost of performing the service requested by Shipper for a three-month period; or

(ii) if it prepays for service or furnishes an irrevocable letter of credit pursuant to Section 31.2(c) hereof.

For purposes herein, the insolvency of a Shipper shall be evidenced by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking re-organization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

(b) For purposes of Section 31.2(a), a Shipper's credit worthiness shall not have been demonstrated if (i) the Shipper has a poor credit history, as established by a reliable reporting agency, or with respect to any services provided by Seller, or (ii) the Shipper's net worth, or its unencumbered assets in each state in which Seller operates, is worth less than the amount applicable under Section 31.2(a)(i). Transporter may, from time to time, limit the service it provides to Shipper to such level as is commensurate with the prepayment or other security provided as set forth above, or as is necessary to ensure that neither Shipper's net worth, nor its unencumbered assets in the states in which Seller operates is less than the amount applicable under Section 31.2(a)(i).

GENERAL TERMS AND CONDITIONS

31. QUALIFICATION FOR SERVICE (Cont'd.)

- (c) Shipper may receive service if it provides, no later than noon, ET, on the business day prior to the day on which nominations for the desired service are due, to Transporter the Specified Amounts, as defined below, either in the form of (i) a prepayment to a bank designated by Transporter in U.S. Federal funds or (ii) a letter of credit, irrevocable for ninety (90) days, from a financial institution acceptable to Transporter. Transporter shall accept a nomination from Shippers qualifying for service under this Section 31.2(c) only to the extent that the prepayment or letter of credit in effect as of such time is sufficient to cover such Specified Amount.

For Shippers requesting service under the IAS, IR-1 and IR-2 Rate Schedules, the Specified Amount shall be the sum of the amount projected to become payable to Transporter based on Shipper's request and the amount equal to the highest Negative Cash-Out Price (set forth at Section 14.10(a) of these General Terms and Conditions) occurring during the twelve (12) month period preceding the date service is requested times the quantity of advanced gas requested. For Shippers requesting service under other rate schedules, the Specified Amount shall be the amount projected to become payable to Transporter based on the Shipper's nominated deliveries for the month.

- 31.3 (a) Upon Transporter's determination that Shipper's request for service is complete, Transporter will enter such request on a list of pending complete requests and so notify Shipper. Subject to Sections 10, 11 and 26 of these General Terms and Conditions, Transporter will evaluate its ability to satisfy complete requests for transportation in their order of entry on such list. Transporter shall process requests for service within a reasonable period of time. If Transporter rejects a request for service which has been entered on Transporter's list of pending complete requests, Transporter will so notify Shipper within ten (10) days of such rejection. In such event, Shipper's request for service will not remain entered

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Original Sheet No. 237.24 Original Sheet No. 237.24 : Superseded

GENERAL TERMS AND CONDITIONS

31. QUALIFICATION FOR SERVICE (Cont'd.)

on such list unless Shipper notifies Transporter, within thirty (30) days of Transporter's notification of rejection, that its request should remain so entered.

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter provided that Shipper notifies Transporter in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

- (b) A Service Agreement (or, when tendered by Transporter in response to a request for firm service that requires the construction of facilities, a precedent agreement) shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. Subject to Section 26 of the General Terms and Conditions of this tariff, in the event the Service Agreement or precedent agreement is not executed by Shipper and returned within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.

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Original Sheet No. 240 Original Sheet No. 240 : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

===== NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
NSC92W1873	DNG0-MS- 18-P	No Pipeline Exists
NSC92W1874	DNG0-MS- 19-P	No Pipeline Exists
NSC92W1876	PBG0-MS- 20-P	No Pipeline Exists
NSC92W1885	SDH0-MS-101-P	No Pipeline Exists
NSC92W1903	ANE0-MS- 26-P	No Pipeline Exists
NSC92W1905	WBO0-MS- 4-P	No Pipeline Exists
NSC92W1919	ANE0-MS- 27-P	No Pipeline Exists
NSC92W1941	SDH0-MS- 85-P	No Pipeline Exists
NSC92W1950	SDH0-MS- 71-P	No Pipeline Exists
NSC92W1956	SDH0-MS- 86-P	No Pipeline Exists
NSC92W1958	SDH0-MS- 98-P	No Pipeline Exists
NSC92W1966	SDH0-MS- 90-P	No Pipeline Exists
NSC92W1972	DNMS20P	No Pipeline Exists
NSC92W1975	SDH0-MS- 87-P	No Pipeline Exists
NSC92W1980	AKH0-MS-102-P	No Pipeline Exists
NSC92W1982	PVG0-MS- 8-P	No Pipeline Exists
NSC92W1989	SFG0-MS- 1-P	No Pipeline Exists
NSC92W1993	SFG0-MS- 2-P	No Pipeline Exists
NSC92W1995	SDH0-RM-103-P	No Pipeline Exists
NSC92W1999	SDH0-MS- 89-P	No Pipeline Exists
NSC92W2003	AKH0-MS-103-P	No Pipeline Exists
NSC92W2008	AKH0-MS-104-P	No Pipeline Exists
NSC92W2009	SDH0-MS- 22-P	No Pipeline Exists
NSC92W2012	AKH0-RM-105-P	No Pipeline Exists
NSC92W2020	PVMS4P	No Pipeline Exists
NSC92W2025	PMH0-MS- 29-P	No Pipeline Exists
NSC92W2034	BLO0-MS- 8-P	No Pipeline Exists
NSC92W2036	PMMS28P	No Pipeline Exists
NSC92W2052	BLO0-RM- 9-P	No Pipeline Exists
NSC92W2362	BRE0-RS- 34-P	No Pipeline Exists
NSC92W2365	BRE0-MS- 9-P	No Pipeline Exists
NSC92W2369	PMH0-MS- 33-P	No Pipeline Exists
NSC92W2370	EVE0-MS- 43-P	No Pipeline Exists
NSC92W2374	PLH0-RS-137-P	No Pipeline Exists
NSC9400997	OPE0-MS- 59-XX	No Pipeline Exists
NSCSAL026		Scattered Account
NSCSAL027		Scattered Account

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Original Sheet No. 241 Original Sheet No. 241 : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
NSCSAL028		Scattered Account
NSCSAL029		Scattered Account
NSCSAL030		Scattered Account
NSCSAL031		Scattered Account
NSCSAL033		Scattered Account
NSP0104200	OT5XX	K1
NSP0104246	PR7XX	R27
NSP0104248	OT11XX	K3
NSP0104300	DY1XX	K4
NSP0106002	NC22XX	A26
NSP0106010	AK106XX	P5
NSP0315022	AK106XX	P5
NSP0315029	AK106XX	P5
NSP0315032	AK106XX	P5
NSP0315033	AK106XX	P5
NSP0315034	AK106XX	P5
NSP0315035	AK106XX	P5
NSP0315037	AK106XX	P5
NSP0315040	AK106XX	P5
NSP0315041	AK106XX	P5
NSP0315042	AK106XX	P5
NSP0315044	OT11XX	K3
PSA0225351	P-NO. 2535	B-57
PSA0225681	P-NO. 2568	C-2
PSA02HMM21	HMM0-RM-15-CG	C-3
PSA0400312	RMS312	Distribution
PSA0423671	P-NO. 2367	CW-84
PSA04HMM31	HMM0-RM-20-CG	C-W 1462
PSA1121031	P2103	FM14
PSA1200901	MS- 901-T	J
PSA1220081	P-NO. 2008	K-182
PSA1220111	P-NO. 2011	F-52
PSA1223031	P-NO. 2303	V-W 6368
PSA1225321	P-NO. 2532	F-4
PSA1225621	P-NO. 2562	T-W 3393
PSA1300387	T-NO. 387	F-M 2
PSA1424421	P-NO. 2442	T-5
PSA1424431	P-NO. 2443	T-31

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Original Sheet No. 242 Original Sheet No. 242 : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
 PRODUCTION METERS
 GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSA1424441	P-NO. 2444	T-57
PSA1425011	P-NO. 2501	B-20
PSA1425121	P-NO. 2512	K-W 3804
PSA1426191	P-NO. 2619	G-110
PSC0100727	MS- 727-P	A-2
PSC0100728	MS- 728-P	B-4
PSC0100729	MS- 729-P	B-2
PSC0100730	MS- 730-P	C-2
PSC0100828	MS- 828-P	DW-1547
PSC0100869	MS- 869-P	Q-1597
PSC0100887	MS- 887-P	QW-1601
PSC0100936	MS- 936-P	QW-1611
PSC0100938	MS- 938-P	QW-1613
PSC0100941	MS- 941-P	QW-1614
PSC0101076	MS-1076-P	QW-1713
PSC0125371	P2537	SACKETT
PSC0126471	P-NO. 2647	B-85
PSC1100028	P-NO. 471	V-135
PSC1100061	P-NO. 443	R-M 2
PSC1100898	P 898	K
PSC1101069	P-NO. 311	N-W 4275
PSC1101184	P-NO. 517	Y-10
PSC1101190	P-NO. 523	Y-12
PSC1101193	P-NO. 527	Y-15
PSC1101198	P-NO. 531	Y-16
PSC1101201	P-NO. 529	Y-18
PSC1101228	P-NO. 535	Y-22
PSC1101230	P-NO. 563	Y-27
PSC1101231	P-NO. 537	Y-27
PSC1101238	P-NO. 538	Y-28
PSC1101242	P-NO. 539	Y-29
PSC1101248	P-NO. 572	Y-9
PSC1101251	P-NO. 577	Y-34
PSC1101252A	P-NO. 576	Y-33
PSC1101256	P-NO. 578	Y-34
PSC1101263	P-NO. 588	Y-38
PSC1101268	P-NO. 595	F-105
PSC1101270	P-NO. 587	Y-22
PSC1101273	P-NO. 590	Y-30
PSC1101274	P-NO. 591	Y-40

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NATIONAL FUEL GAS SUPPLY CORPORATION
 PRODUCTION METERS
 GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSC1101286	P-NO. 604	Y-42
PSC1101376		GM97
PSC1101393	P-NO. 685	H-194
PSC1101424	P-NO. 705	H-208
PSC1101451		GM97
PSC1101453		PM21
PSC1101484	P-NO. 738	H-210
PSC1101485	P-NO. 739	H-211
PSC1101487	P-NO. 801	F-111
PSC1101493	P-NO. 806	N-W 5645
PSC1101518	P-NO. 1167	N-52
PSC1101519	P-NO. 1176	N-W 5988
PSC1101531	P-NO. 1199	N-W 5987
PSC1101532	P-NO. 1198	N-W 5996
PSC1101543	P-NO. 1229	N-W 5998
PSC1101552	P-NO. 1257	N-W 6201
PSC1101605	P-NO. 1360	V-W 5333
PSC1101612	P-NO. 442	R
PSC1101652	P-NO. 1462	F-128
PSC1101680	P-NO. 1500	R-W 5132
PSC1101681	P-NO. 1501	R-W 5333
PSC1101691		Q
PSC1121251	P-NO. 2125	T-28
PSC1125565	T-NO. 2556	No Pipeline Exists
PSC1125951	P-NO. 2595	Z-W 161
PSC1126101	T-NO. 2610	HEATH STATION
PSC1201567	P-NO. 1567	2-W 407
PSC1221141	P2114	PW989
PSC1221641	P-NO. 2164	Q-24
PSC1226501	P-NO. 2650	K-2
PSC1226601	P-NO. 2660	K-W 4013
PSC1226751	P-NO. 2675	P-35
PSC1400015	ERE9-RS-15-D	DIST.
PSC1400029	ERE9-RS-29-D	DIST.
PSC1400037	RS 37	G71
PSC1400044	RS- 44-P	C-2
PSC1400474	P-NO. 474	V-157
PSC1400481	P-NO. 481	V-56
PSC1400756	P-NO. 756	K-190

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NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

===== NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSC1401558	P-NO. 1558	V-56
PSC1401561	P-NO. 1561	V-57
PSC1401562	P-NO. 1562	V-59
PSC1422921	P2292	Distribution
PSC14PSGS		Scattered Account
PSC35HOVIS		PEOPLES GAS
PSC35SMITH		PEOPLES GAS
PSC35TASA		PEOPLES GAS
PSCSAL001		Scattered Account
PSCSAL004		Scattered Account
PSCSAL005		Scattered Account
PSCSAL006		Scattered Account
PSCSAL008		Scattered Account
PSCSAL009		Scattered Account
PSCSAL010		Scattered Account
PSCSAL012		Scattered Account
PSCSAL013		Scattered Account
PSCSAL016		Scattered Account
PSCSAL032		Scattered Account
PSF040ON01	NONE	FUEL METER
PSF1100704		FUEL - BURNED
PSF1100704A		FUEL - BURNED
PSF1100766		FUEL - BURNED
PSF1100766A		FUEL - BURNED
PSF1101072		FUEL - BURNED
PSF1101073		FUEL - BURNED
PSF1221032	P21032	FUEL - BURNED
PSF1254041		FUEL - BURNED
PSF1273077		FUEL - BURNED
PSF12HEATH		FUEL - BURNED
PSF12JBRG		FUEL - BURNED
PSN1201457	P-NO. 1457	T-9
PSP0101101	MS-1101-P	B-4
PSP0101245	MS-1245-P	Q-16
PSP0101321	MS-1321-P	D-2
PSP0121291	P-NO. 2129	
PSP0124821	P-NO. 2482	A-67
PSP0126211	P-NO. 2621	E-52
PSP0200129	MS 129	C3

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NATIONAL FUEL GAS SUPPLY CORPORATION
 PRODUCTION METERS
 GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSP0200146	MS- 146-P	
PSP0200149	MS- 149-P	CX-W3
PSP0200160	MS- 160-P	EW 1224, EW 1226
PSP0200240	MS- 240-P	DIST.
PSP0200270	RM- 270-P	A-67
PSP0200311	MS- 311-P	D-2
PSP0200581	MS- 581-P	E-39
PSP0221381	P-NO. 2138	D-2
PSP0222581	P-NO. 2258	D-2
PSP0223631	P-NO. 2363	
PSP0223651	P-NO. 2365	D-58
PSP0224201	P 2420	D58
PSP0224651	P-NO. 2465	A-46
PSP0224881	P-NO. 2488	C-3
PSP0225111	P-NO. 2511	C-23
PSP0225231	P-NO. 2523	E-59
PSP0225601	P-NO. 2560	Q-16
PSP0225821	P-NO. 2582	A-5
PSP0225901	P-NO. 2590	A-63
PSP0300249	MS- 249-P	DIST.
PSP1100189	P-NO. 16	G-2
PSP1100235	P-NO. 23	T-71
PSP1100280	P-NO. 35	F-25
PSP1100477	P-NO. 87	P-53
PSP1100615	P 102	G39
PSP1100636	P-NO. 110	M-58
PSP1100702	P-NO. 134	G-57
PSP1100755	P-NO. 154	K-W 3818
PSP1100798	P-NO. 181	G-68
PSP1100911	P-NO. 279	F-49
PSP1100981	P-NO. 320	M-73
PSP1100991	P-NO. 324	K-W 4495
PSP1101033	P-NO. 373	G-94
PSP1101195	P-NO. 526	Y-14
PSP1101241	P-NO. 566	Y-30
PSP1101245	P-NO. 570	Y-31
PSP1101254	P-NO. 583	G-20
PSP1101280	P-NO. 603	G-18
PSP1101285	P-NO. 605	K-164

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NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSP1101322	P-NO. 628	F-113
PSP1101468	P-NO. 786	K-185
PSP1101494	P-NO. 808	G-129
PSP1101500	P-NO. 841	G-27
PSP1101501	P-NO. 846	3
PSP1101526	P-NO. 1195	G-23
PSP1101544	P-NO. 1230	F-90
PSP1101553	P-NO. 1259	N-W 6208
PSP1101582	P-NO. 1322	G-122
PSP1101584	P-NO. 1328	G-W 4721
PSP1101588	P-NO. 1334	G-93
PSP1101608	P-NO. 1356	F-W 3791
PSP1101625	P-NO. 1372	G-W 4294
PSP1101658	P-NO. 1458	Z-44
PSP1101662	P-NO. 1471	T-M 2
PSP1101668	P-NO. 1479	Z-69
PSP1101699	P-NO. 1550	F-52
PSP1123901	P-NO. 2390	A-15
PSP1124561	P-NO. 2456	G-W 4294
PSP1124741	P-NO. 2474	D-3
PSP1150201	P-NO. 5020	N-W 6354
PSP1150211	P-NO. 5021	N-W 6355
PSP1150221	P-NO. 5022	N-W 6356
PSP1200026	P-NO. 26	T-80
PSP1200294	P-NO. 294	F-80
PSP1200382	P-NO. 382	Z-W 229
PSP1200835	P-NO. 835	P-20
PSP1200845	P-NO. 845	UE-3-2
PSP1201185	P-NO. 1185	A-14
PSP1201186	MS-1186-P	DIST.
PSP1201310	P-NO. 1310	K-3
PSP1201323	P-NO. 1323	G-78
PSP1201324	P-NO. 1324	G-110
PSP1201345	P-NO. 1345	G-96
PSP1201346	P-NO. 1346	G-W 4564
PSP1201357	P-NO. 1357	G-78
PSP1201361	P-NO. 1361	V-W 6228
PSP1201362	P-NO. 1362	G-68
PSP1201366	P-NO. 1366	G-W 4597
PSP1201389	P-NO. 1389	G-W 4294
PSP1201390	P-NO. 1390	Z-W 325

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NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSP1201394	P-NO. 1394	G-2
PSP1201395	P-NO. 1395	G-105
PSP1201396	P-NO. 1396	G-110
PSP1201406	P-NO. 1406	P-103
PSP1201408	P-NO. 1408	G-78
PSP1201414	P-NO. 1414	K-140
PSP1201427	P-NO. 1427	G-78
PSP1201428	P-NO. 1428	G-96
PSP1201443	P-NO. 1443	Q-2
PSP1201448	P-NO. 1448	K-104
PSP1201466	P-NO. 1466	G-W 4590
PSP1201489	P-NO. 1489	G-W 4897
PSP1201490	P-NO. 1490	G-105
PSP1201514	P-NO. 1514	G-W 4294
PSP1201555	P-NO. 1555	G-W 4294
PSP1201563	P-NO. 1563	D-7
PSP1220011	P-NO. 2001	K-104
PSP1220291	P-NO. 2029	A-12
PSP1221301	P-NO. 2130	G-9
PSP1221631	P-NO. 2163	K-2
PSP1222041	P-NO. 2204	M-53
PSP1222091	P-NO. 2209	B-42
PSP1222111	P-NO. 2211	G-113
PSP1222491	P-NO. 2249	A-6
PSP1222821	P-NO. 2282	Z-W 229
PSP1223071	P-NO. 2307	G-68
PSP1223081	P-NO. 2308	G-68
PSP1223281	P-NO. 2328	G-W 4897
PSP1223301	P-NO. 2330	Z-W 229
PSP1223341	P-NO. 2334	D-W 3796
PSP1223421	P-NO. 2342	G-68
PSP1223431	P-NO. 2343	G-68
PSP1223441	P-NO. 2344	G-68
PSP1223451	P-NO. 2345	V-69
PSP1223521	P-NO. 2352	G-68
PSP1223531	P-NO. 2353	V-W 5335
PSP1223541	P-NO. 2354	V-W 5335
PSP1223681	P-NO. 2368	G-70
PSP1223701	P-NO. 2370	D-14

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NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

===== NFGSC Meter Number =====	===== Station Number =====	===== Line Delivered To =====
PSP1223741	P-NO. 2374	V-135
PSP1223781	P-NO. 2378	F-140
PSP1223801	P-NO. 2380	Z-W 418
PSP1223861	P-NO. 2386	B-39
PSP1223871	P-NO. 2387	B-12
PSP1223911	P-NO. 2391	F-W 3851
PSP1224031	P-NO. 2403	F-96
PSP1224041	P-NO. 2404	A-W 2457
PSP1224191	P-NO. 2419	G-W 4294
PSP1224311	P-NO. 2431	P-W 4181
PSP1224381	P-NO. 2438	G-W 4296
PSP1224391	P-NO. 2439	F-52 (F-W 5986)
PSP1224601	P-NO. 2460	G-68
PSP1224621	P-NO. 2462	K-104
PSP1224771	P-NO. 2477	G-W 5561
PSP1224831	P-NO. 2483	Y-M 2
PSP1224921	P-NO. 2492	O-38
PSP1224961	P-NO. 2496	M-32
PSP1224971	P-NO. 2497	K-165
PSP1224981	P-NO. 2498	K-158
PSP1225091	P-NO. 2509	P-W 4600
PSP1225221	P-NO. 2522	Z-W 229
PSP1225261	P-NO. 2526	F-9
PSP1225391	P-NO. 2539	F-134
PSP1225401	P-NO. 2540	G-78
PSP1225431	P-NO. 2543	A-W 1407
PSP1225581	P-NO. 2558	K-104
PSP1225961	P-NO. 2596	B-12
PSP1225971	P-NO. 2597	A-14
PSP1250041	P-NO. 5004	Z-W 6357
PSP1250061	P-NO. 5006	Z-W 6359
PSP1250071	P-NO. 5007	Z-W 6360
PSP1250081	P-NO. 5008	Z-W 6361
PSP1250101	P-NO. 5010	Z-W 6369
PSP1250111	P-NO. 5011	Z-W 6370
PSP1250121	P-NO. 5012	Z-W 6371
PSP1250131	P-NO. 5013	Z-W 6372

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NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

===== NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSP1250151	P-NO. 5015	V-W 6368
PSP1250161	P-NO. 5016	F-W 6363
PSP1250171	P-NO. 5017	F-W 6364
PSP1250181	P-NO. 5018	F-W 6365
PSP1250191	P-NO. 5019	F-W 6366
PSP1250231	P-NO. 5023	F-W 6235
PSP1250301	P-NO. 5030	F-138
PSP1250311	P-NO. 5031	F-138
PSP1250321	P-NO. 5032	F-3
PSP1250421	P-NO. 5042	F-W 6236
PSP1250431	P-NO. 5043	V-127
PSP1250591	P-NO. 5059	V-M72
PSP1250751	P-NO. 5075	B-12
PSP1250761	P-NO. 5076	B-12
PSP1250771	P-NO. 5077	B-12
PSP1400648	P-NO. 648	K-12
PSP1400753	P 753	Distribution
PSP1401219	P-NO. 1219	B-20
PSP1401238	P-NO. 1238	D-W 4573
PSP1401239	P-NO. 1239	T-3
PSP1401281	P-NO. 1281	G-99
PSP1601447	P-NO. 1447	F-W 6237
PSP2104001	MS-1223-P	C-2
PSP2104002	MS-1223-P	C-2
PSP2104003	MS-1223-P	C-2
PSP2104004	MS-1223-P	C-2
PSP2104005	MS-1223-P	C-2
PSP2109301	MS- 148-P	
PSP2111901	P-NO. 2030	D-2
PSP2111903	P-NO. 2030	D-2
PSP2111904	P-NO. 2030	D-2
PSP2111905	P-NO. 2030	D-2
PSP2111906	P-NO. 2030	D-2
PSP2111907	P-NO. 2030	D-2
PSP2111908	P-NO. 2030	D-2
PSP2111909	P-NO. 2030	D-2
PSP2111910	P-NO. 2030	D-2
PSP2111911	P-NO. 2030	D-2
PSP2111912	P-NO. 2030	D-2
PSP2111913	P-NO. 2030	D-2

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 250 Original Sheet No. 250 : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

===== NFGSC Meter Number =====	===== Station Number =====	===== Line Delivered To =====
PSP2111916	P-NO. 2030	D-2
PSP2111917	P-NO. 2030	D-2
PSP2111918	P-NO. 2030	D-2
PSP2111919	P-NO. 2030	D-2
PSP2111920	P-NO. 2030	D-2
PSP2111922	P-NO. 2030	D-2
PSP2111923	P-NO. 2030	D-2
PSP2111924	P-NO. 2030	D-2
PSP2111926	P-NO. 2030	D-2
PSP2111927	P-NO. 2030	D-2
PSP2208101	MS- 148-P	
PSP2217001	P-NO. 2080	A-67
PSP2217002	P-NO. 2080	A-67
PSP2516701	MS 126	Q-16
PSP2516702	MS 126	Q-16
PSP2516703	MS 126	Q-16
PSP2516704	MS 126	Q-16
PSP2516705	MS 126	Q-16
PSP2516706	MS 126	Q-16
PSP2516707	MS 126	Q-16
PSP2516708	MS 126	Q-16
PSP2516709	MS 126	Q-16
PSP2516710	MS-1264-P	Q-16
PSP2516711	MS-1264-P	Q-16
PSP2516712	MS-1264-P	Q-16
PSP2516713	MS-1264-P	Q-16
PSP2516714	MS-1264-P	Q-16
PSP2516716	MS-1264-P	Q-16
PSP2516717	MS-1264-P	Q-16
PSP2516718	MS-1264-P	Q-16
PSP2516719	MS-1264-P	Q-16
PSP2516720	MS-1264-P	Q-16
PSP2516721	MS-1264-P	Q-16
PSP2516722	MS-1264-P	Q-16
PSP2516724	MS-1264-P	Q-16
PSP2516725	MS-1264-P	Q-16
PSP2516726	MS-1264-P	Q-16

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 251 Original Sheet No. 251 : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

===== NFGSC Meter Number =====	Station Number =====	Line Delivered To =====
PSP2516727	MS-1264-P	Q-16
PSP2516729	MS-1243-P	Q-16
PSP2516730	MS-1243-P	Q-16
PSP2516731	MS-1243-P	Q-16
PSP2516732	MS-1243-P	Q-16
PSP2516733	MS-1243-P	Q-16
PSP2516734	MS-1243-P	Q-16
PSP2516735	MS-1243-P	Q-16
PSP2516736	MS-1243-P	Q-16
PSP2516737	MS-1243-P	Q-16
PSP2526701	MS 126	Q-16
PSP2526702	MS 126	Q-16
PSP2526703	MS 126	Q-16
PSP2526704	MS 126	Q-16
PSP2526705	MS 126	Q-16
PSP2526706	MS-1264-P	Q-16
PSP2526707	MS-1264-P	Q-16
PSP2526708	MS-1264-P	Q-16
PSP2526709	MS-1264-P	Q-16
PSP2526715	MS-1243-P	Q-16
PSP2526716	MS-1243-P	Q-16
PSP2526717	MS-1243-P	Q-16
PSP2527901	MS-1243-P	Q-16
PSP2527902	MS-1243-P	Q-16
PSP2527903	MS-1243-P	Q-16
PSP2527904	MS-1243-P	Q-16
PSP2527905	MS-1243-P	Q-16
PSP2527906	MS-1243-P	Q-16
PSP2527907	MS-1264-P	Q-16
PSP2527908	MS-1264-P	Q-16
PSP2527909	MS-1264-P	Q-16
PSP3105701	P-NO. 1264	G-68
PSP3105702	P-NO. 1264	G-68
PSP3105703	P-NO. 1264	G-68
PSP3105704	P-NO. 1308	G-107
PSP3105705	P-NO. 1308	G-107
PSP3105706	P-NO. 1308	G-107
PSP3105707	P-NO. 1308	G-107
PSP3117701	P-NO. 1436	Z-W 229
PSP3219103	P-NO. 1566	D-93 (JO)

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 252 Original Sheet No. 252 : Superseded

NATIONAL FUEL GAS SUPPLY CORPORATION
PRODUCTION METERS
GATHERING CHARGES APPLIED AS OF JULY 1, 1992

NFSGC Meter Number =====	Station Number =====	Line Delivered To =====
PSP3220901	P-NO. 1436	Z-W 229
PSP3306501	P-NO. 1226	4-7-5
PSP3306502	P-NO. 1226	4-7-5
PSP3519101	T-NO. 2503	Y-M 2
PSP3519102	T-NO. 2503	Y-M 2
PSP3519103	T-NO. 2503	Y-M 2
PSP3519104	P 2503	YM2
PSP3519105	T-NO. 2503	Y-M 2
PSP3519106	T-NO. 2503	Y-M 2
PSP3519107	T-NO. 2503	Y-M 2
PSP3519108	T-NO. 2503	Y-M 2
PSP3519109	T-NO. 2503	Y-M 2
PSP3519110	T-NO. 2503	Y-M 2
PSP3519111	T-NO. 2503	Y-M 2
PSP3519112	T-NO. 2503	Y-M 2
PSP3519113	T-NO. 2503	Y-M 2
PSP3519114	T-NO. 2503	Y-M 2
PSP3519115	T-NO. 2503	Y-M 2
PSP3519116	T-NO. 2503	Y-M 2
PSR1400030	CP 30	Distribution
PSR1401540	P-NO. 1540	V-57

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Third Revised Sheet No. 253 Third Revised Sheet No. 253 : Superseded
Superseding: Sheet Nos. 253 through 257A

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Second Revised Sheet No. 253
First Revised Sheet No. 254
Second Revised Sheet No. 255
First Revised Sheet No. 256
Original Sheet No. 257
First Revised Sheet No. 257A

Effective Date: 01/06/1995 Status: Effective

FERC Docket: RP95- 83-000

First Revised Sheet No. 254 First Revised Sheet No. 254 : Superseded
Superseding: Original Sheet No. 254

8. Intended use of gas is:
 system supply
 end use by industry or commerce
 other (fill in) _____

9. Who will own the gas while on National's system?
 Shipper
 Other (fill in) Name: _____
Address: _____
Contact: _____
Telephone: _____

National reserves the right to require proof that an agency agreement exists between the Shipper and the actual owner of the gas while it is on National's system

10. Sources of gas: _____

(Use state abbreviations)

11. Location(s) of consumption: _____

(Use state abbreviations)

12. Date service is proposed to commence: _____

13. Term of service: ___ years ___ months (maximum 20 years)

14. Are additional or new facilities required to receive or deliver gas for the transportation service requested herein?
 no yes. If yes describe: _____

15. The maximum daily quantity to be transported or wheeled is _____ Dth.
The maximum daily quantity to be injected into storage or parked is _____ Dth.
The maximum daily quantity to be withdrawn from storage is _____ Dth.
The maximum storage quantity requested is _____ Dth.
The maximum advance quantity is _____ Dth.

(FILL IN WHICHEVER ARE APPLICABLE)

Effective Date: 06/01/1995 Status: Effective
FERC Docket: RP95-286-000

Second Revised Sheet No. 255 Second Revised Sheet No. 255 : Superseded
Superseding: First Revised Sheet No. 255

SERVICE REQUEST FORM - PAGE 3

16. Name and description of receipt point(s) into National's system and the maximum daily quantity expressed in Dth of gas to be delivered by Customer for each point.

(For IT Service, blanket receipt points are granted, simply enter "SEE EXHIBIT I". For W-1, P-1 and IR-1 Service all the "Hub Points" are granted; simply enter "Hub Points". For FT and EFT Service, primary points and related quantities must be described in full.)

17. Name and description of delivery point(s) where National will redeliver the gas and the maximum daily quantity expressed in Dth of gas to be redelivered by National Customer for each point.

(For IT Service, blanket delivery points are granted, simply enter "SEE EXHIBIT I". For W-1, P-1 and IR-1 Service all the "Hub Points" are granted; simply enter "Hub Points". For FT and EFT Service, primary points and related quantities must be described in full.)

Effective Date: 06/01/1995 Status: Effective
FERC Docket: RP95-286-000

First Revised Sheet No. 256 First Revised Sheet No. 256 : Superseded
Superseding: Original Sheet No. 256

SERVICE REQUEST FORM - PAGE 4

18. CREDIT EVALUATION: Shipper has provided National with a copy of its most recent audited financial statement, annual report, and form 10K, and a complete list of affiliates including parent and subsidiary companies.

___ YES ___ NO

If No OR if above financial statement does not meet National's credit worthiness standards, Shipper agrees to provide an alternative demonstration of credit worthiness.

For FT, FSS, and incremental EFT and ESS service only, a prepayment is required in an amount equal to the lesser of \$10,000 or the total Reservation Charge applicable to the proposed service for a two-month period, but in no event less than \$5,000.

Shipper understands that this request form, complete and unrevised as to format, must be received by National before the request will be "logged in". Shipper hereby agrees to pay National's currently effective rate applicable to this service. Shipper understands that National will not file for FERC authorization to perform service on Shipper's behalf until it receives the required filing fee from Shipper.

Very truly yours,

(Shipper)

By: _____

Title: _____

Date: _____

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 257 Original Sheet No. 257 : Superseded

Page of

NATIONAL FUEL GAS SUPPLY CORPORATION ("NFGSC")
CUSTOMER NOMINATION FORM
For Transportation and Storage Services

I. GENERAL INFORMATION DATE OF NOMINATION _____
EFFECTIVE DATE _____

NFGSC SHIPPER NAME _____ Check her for ONE DAY nomination only
CONTRACT No. _____
CONTRACT (1) _____ NOMINATIONS SHOULD BE SENT TO:
contract (2) _____
TELEPHONE # _____ National Fuel Gsa Supply Corporation
TELECOPY # _____ % Gas Supply Department
10 Lafayette Square
SIGNED _____ Buffalo, NY 14203
Phone (716)857-7233 Fax (716)857-7823

II. RECEIPT POINT ON NFGSC (Pipeline, Production Meter, or Storage Service)

Column	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Meter No. (if not available list meter name)	Upstream Pipeline/ Entity	Upstream Producer/ Marketer	Upstream Shipper Contract No. (if applicable)	Previous Nomination (MMBtu/ day)	Current Nomination (MMBtu/ day)	Change	
1.	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____	_____	_____
9. Use extra sheets if necessary							
(8) TOTAL Receipts							
Fuel Retained (0.02 x Receipt Nomination)							
IF APPLICABLE, Storage Surface Operating Allowance							
(0.014 x Receipt Nomination)							
(13) TOTAL Delivered							

III. DELIVERY POINT (ONE PER FORM)

(9)	(10)	(11)	(12)
Meter Number (if not available, list meter name)	Downstream Pipeline/ Entity	Downstream Shipper	Downstream Shipper Contract No. or NFGDC Poolname
_____	_____	_____	_____

Effective Date: 06/18/1994 Status: Effective
 FERC Docket: RP94- 80-003

First Revised Sheet No. 257A First Revised Sheet No. 257A : Superseded
 Superseding: Original Sheet No. 257A

NATIONAL FUEL GAS SUPPLY CORPORATION
 HUB NOMINATION FORM
 For Transportation and Storage Services

I. GENERAL INFORMATION

DATE OF NOMINATION:

EFFECTIVE DATE:

NFGSC SHIPPER NAME _____
 CONTRACT NO. _____
 CONTACT (1) _____
 CONTACT (2) _____
 TELEPHONE # _____
 TELECOPY # _____
 SIGNED _____

Check here for ONE DAY nomination only

NOMINATIONS SHOULD BE SENT TO:

National Fuel Gas Supply Corporation
 c/o Gas Supply Department
 10 Lafayette Square
 Buffalo, New York 14203
 Phone (716) 857-7233 Fax (716) 857-7823

II. RECEIPT POINT ON NFGSC (Pipeline, Production Meter, or Storage Service)

COLUMN:

(7)	(1)	(2)	(3)	(4)	(5)	(6)
Change	Meter Number (or Meter Name)	Upstream Pipeline/Entity (If Applicable)	Upstream Producer/Marketer (If Applicable)	Upstream Pipeline Shipper's Contract No. (If Applicable)	Previous Nominations (MMBtu/Day)	Current Nominations (MMBtu/Day)
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____

6. USE EXTRA SHEETS IF NECESSARY.

(8) TOTAL RECEIPTS

FUEL RETAINED - (0.02 x RECEIPT NOMINATION)

IF APPLICABLE, Storage Surface
 Operating Allowance (0.014 x Receipt Nominations)

(9) TOTAL DELIVERED

III. DELIVERY POINT (one per form)

(9)	(10)	(11)	(12)
Meter Number or Name if Not Applicable	Downstream Pipeline/Entity	Downstream Shipper	Downstream Shipper Contract No.
_____	_____	_____	_____

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

First Revised Sheet No. 290 First Revised Sheet No. 290 : Superseded
Superseding: Sheet Nos. 290 through 294

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Original Sheet Nos. 290 through 294

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 291 Original Sheet No. 291 : Superseded

FORM OF SERVICE AGREEMENT
(GSS Service)
(Cont'd)

ARTICLE II (Cont'd.)

The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence _____.

ARTICLE III

Term of Agreement

This Agreement shall be effective _____ and shall remain in force and effect until _____.

The Injection Period shall be from _____ to _____ and the withdrawal period shall be from _____ to _____. The injection and storage periods shall constitute the Storage Year.

ARTICLE IV

Receipt and Delivery Points

The Point(s) of Delivery for all natural gas received by Seller from Buyer and for gas delivered by Seller to Buyer under this Agreement shall be _____.

ARTICLE V

Pressure

Buyer shall deliver gas to Seller for injection into storage at pressures sufficient to allow Seller to receive gas at Seller's existing pipeline pressure at the point of delivery to Seller, but not more than _____ pounds per square inch gauge, and Seller will deliver gas withdrawn from storage to Buyer at the pressures existing in Seller's pipeline at the point of delivery, but not more than _____ pounds per square inch gauge. Each of the parties hereto will use due care and diligence to maintain such uniform pressures at the point or points of delivery as may reasonably be required by the other, but neither party may be required to deliver gas to the other at greater pressures than those hereinbefore specified.

Effective Date: 08/01/1993 Status: Effective
FERC Docket: RS92- 21-001

Original Sheet No. 292 Original Sheet No. 292 : Superseded

FORM OF SERVICE AGREEMENT
(GSS Service)
(Cont'd)

ARTICLE VI

Miscellaneous

1. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of written contracts.

2. No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other defaults whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Seller or of Buyer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this Agreement of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

4. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Seller: National Fuel Gas Supply Corporation
10 Lafayette Square
Buffalo, New York 14203

Buyer:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered certified, or ordinary mail.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 293 Original Sheet No. 293 : Superseded

FORM OF SERVICE AGREEMENT
(GSS Service)
(Cont'd)

ARTICLE VI (Cont'd.)

5. This Agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

6. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania.

8. As between the parties hereto, each party shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to the other party at the point of delivery, after which the other party shall be deemed to be in control and possession thereof. Neither party shall have any responsibility on account of anything which may be done, happen, or arise with respect to any gas deliverable by it hereunder to the other party after such delivery shall not have been made.

9. Each party agrees that it will and it hereby does warrant for itself, its successors and assigns, that it will at the time of delivery have good title to all gas delivered by it hereunder, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to deliver said gas as aforesaid, and that it will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons to said gas.

10. It is understood that this Agreement is subject to any and all other approvals or modifications, including termination, as the Federal Energy Regulatory Commission, or any other regulatory body having lawful jurisdiction in this matter, may require.

11. Should the Federal Energy Regulatory Commission, or any other regulatory body having jurisdiction, ever deny the recovery of any costs incurred by Seller with respect to this sale or allocate or assign more costs thereto than Seller can recover, then the Seller may, at its option, terminate this Agreement.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RS92- 21-001

Original Sheet No. 294 Original Sheet No. 294 : Superseded

FORM OF SERVICE AGREEMENT
(GSS Service)
(Cont'd)

ARTICLE VII

Cancellation of Prior Contracts

If this Agreement becomes effective as an executed service agreement as of _____, it shall supersede and cancel, as of such date, the contract for storage service between Seller and Buyer _____, dated otherwise this instrument shall be null and void after said date and the prior contract referred to shall remain in full force and effect unless it shall have expired by its own terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents or Vice Presidents thereunto duly authorized and their respective corporate seals to be hereto affixed and attested by their respective Secretaries and Assistant Secretaries, the day and year first above written.

NATIONAL FUEL GAS SUPPLY

CORPORATION

Seller

Attest:

Secretary
(Corporate Seal)

By

President

Attest:

Secretary
(Corporate Seal)

By

President

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Original Sheet No. 336 Original Sheet No. 336 : Superseded

INTERCONNECTION AGREEMENT

MADE AND ENTERED INTO this _____ day of _____, _____, by
and between _____,
hereinafter, "Operator",

and

NATIONAL FUEL GAS SUPPLY CORPORATION, 10 Lafayette Square, Buffalo, New York,
14203, hereinafter, "Transporter."

WITNESSETH

WHEREAS, Transporter transports natural gas through its interstate
pipeline facilities pursuant to its FERC Gas Tariff; and

WHEREAS, by means of facilities operated by it, Operator proposes to
deliver natural gas into Transporter's facilities.

NOW, THEREFORE, in consideration of the premises and the mutual
covenants and agreements hereinafter contained, and intending to be bound
hereby, Transporter and Operator agree as follows:

ARTICLE I

DELIVERY OF GAS INTO TRANSPORTER'S FACILITIES

(A) Operator shall not deliver gas into any facility owned or
operated by Transporter other than at a Receipt Point identified on Exhibit
A at the time of such delivery (the "Exhibit A Receipt Point(s)"). No
Receipt Point or well shall be deemed to have been added to Exhibit A, and
Exhibit A shall not be deemed to have been otherwise amended or supplemented,
unless and until such amendment or supplement of Exhibit A shall be evidenced
by a writing executed by Operator and Transporter.

(B) Operator warrants and represents as follows:

(1) All gas delivered into Transporter's facilities at any
one Receipt Point shall be gas produced exclusively from one or
more of the wells (and only those wells) which are associated
with such Receipt Point on the copy of Exhibit A at the time of
such delivery.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Original Sheet No. 337 Original Sheet No. 337 : Superseded

INTERCONNECTION AGREEMENT

ARTICLE I
(Cont'd)

(2) No gas produced from any well or completion zone not previously tested by (or to the satisfaction of) Transporter shall be delivered into any facility owned or operated by Transporter.

(C) In the event that, in its sole judgment, Transporter has reason to believe that the composition of gas produced by any well associated with any Receipt Point identified in Exhibit A is no longer substantially similar to that disclosed in a previous test, Operator shall provide Transporter access to such well and the opportunity to test such gas, as Transporter deems appropriate and at Transporter's expense.

(D) Operator shall deliver gas at a pressure sufficient to enable such gas to enter Transporter's facilities against the pressure prevailing therein from time to time, provided, however, that Operator shall not deliver gas at any Receipt Point at a pressure in excess of the pressure designated by Transporter.

(E) Operator shall not install or operate (or permit any other entity to install or operate) compression facilities in order to deliver gas into any facility of Transporter (Transporter-Related Compression Operations) without the express prior written consent of Transporter, which consent shall not be unreasonably withheld.

(F) Operator warrants that all Transporter-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with Transporter's measurement at any Receipt Point, and (ii) so that compressed gas will be delivered to Transporter at a temperature not exceeding one hundred twenty degrees Fahrenheit (120° F).

(G) Operator shall give Transporter written notice at least fourteen (14) days prior to the commencement of (and any material change in) authorized Transporter-Related Compression Operations.

(H) Operator shall give Transporter written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in Transporter-Related Compression Operations.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Original Sheet No. 338 Original Sheet No. 338 : Superseded

INTERCONNECTION AGREEMENT

ARTICLE I
(Cont'd)

(I) In the event that the installation, operation and/or maintenance of any compressor used in Transporter-Related Compression Operations requires (in Transporter's reasonable judgment) modification(s) to any facility owned or operated by Transporter, the cost of such modification(s) shall be borne by Operator.

(J) Operator shall, at its own cost and expense, (i) obtain, provide Transporter with, and maintain any easement(s) or other land interest(s) which, in Transporter's judgment as to type and extent, are reasonably necessary for the installation, operation and maintenance of receipt and related facilities; and (ii) provide Transporter with a copy of the recorded instruments evidencing such land interests and Transporter's beneficial interest therein.

(K) Measurement and other equipment shall be installed, at Operator's expense, at each Exhibit A Receipt Point facility, which, in Transporter's reasonable judgment, may be necessary to accommodate the deliveries of gas received and projected to be received by it at the Receipt Points (the Receipt Facilities). The normal operation, calibration, maintenance, adjustment and repair of the Receipt Facilities shall be performed by Transporter at its initial expense, provided, however that Operator shall maintain and calibrate any of the Exhibit A Receipt Points which deliver less than three hundred (300) Dth per month. Modifications to Receipt Facilities resulting from changes in Operator's operations shall be performed at Operator's cost and expense.

(L) Operator shall, at its own cost and expense, provide, operate and maintain in safe and efficient operating condition such regulators, relief valves, and other equipment as may be necessary in Transporter's reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by Transporter or its customers.

ARTICLE II

COMMUNICATIONS

(A) Operator (or its designee) shall respond promptly to requests for confirmations of shipper nominations. Operator acknowledges that Transporter is under no obligation to schedule unconfirmed nominations.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97-201-000

Original Sheet No. 339 Original Sheet No. 339 : Superseded

INTERCONNECTION AGREEMENT

ARTICLE II
(Cont'd)

(B) Operator shall, at its own cost and expense (i) change the charts on each orifice meter associated with the Exhibit A Receipt Points (the "Charts") on the first Business Day of each Month, (ii) mail the removed Charts to Transporter on or before the third (3rd) Business Day of each Month, (iii) change each Chart promptly upon the completion of the time period covered by the chart, and (iv) mail the removed Charts to Transporter within three (3) working days of each such chart change.

(C) Insofar as applicable, Operator shall, at its own cost and expense, read each displacement meter associated with any Exhibit A Receipt Point on the first (1st) Business Day of each Month and shall mail all such index information to Transporter on or before the third (3rd) Business Day of each Month.

(D) All charts and all index information shall be addressed to:

NATIONAL FUEL GAS SUPPLY CORPORATION
GAS MEASUREMENT DEPARTMENT
P.O. BOX 2081, 1100 STATE STREET
ERIE, PENNSYLVANIA, 16512

ARTICLE III

TERM

(A) Upon the date of execution by the last of the parties identified on the first page hereof, this Agreement shall be effective, and it shall remain in effect on a month to month basis until terminated by either party by written notice to the other no later than thirty (30) days prior to the beginning of a Month.

(B) Notwithstanding any other provision of this Agreement, and in addition to any other right or remedy available to Transporter hereunder or under any provision of law, Transporter shall have the following rights, exercisable at Transporter's sole option, to wit:

(1) Terminate this Agreement and remove all Receipt Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Operator's Gas at

INTERCONNECTION AGREEMENT

ARTICLE III
(Cont'd)

any one or more of the Exhibit A Receipt Points, upon thirty (30) days' prior written notice to Operator, in the event that Operator should (i) for any reason experience a loss or cancellation of the security required to be provided by Operator pursuant to Article (IV) hereof, or (ii) for any reason unrelated to Transporter's inability or unwillingness to receive Operator's Gas at one or more of the Exhibit A Receipt Points, deliver through each of the Exhibit A Receipt Points a volume of gas equal to or less than three (300) Mcf during any period of thirty (30) consecutive calendar days following the effective date of this Agreement; and

(2) Terminate this Agreement as to the affected Receipt Point(s) and remove all Receipt Facilities at the affected Point(s), or suspend or cease receiving Operator's Gas at any affected Receipt Point(s), upon thirty (30) days' prior written notice to Operator, in the event that Operator should (i) fail to provide satisfactory title to the production or (ii) repeatedly violate the gas quality standards contained in Transporter's FERC Gas Tariff.

ARTICLE IV

OPERATOR'S CREDITWORTHINESS

(A) Transporter may (i) suspend its receipt of Operator's gas, or (ii) terminate this Agreement, in the event that Operator is or has become insolvent or fails within a reasonable period to demonstrate creditworthiness, or in the event Operator incurs a poor credit history with respect to any service provided by Transporter or as established by a reliable reporting agency.

(B) As a demonstration of Operator's creditworthiness and as security in respect of any remedy afforded Transporter under this Agreement or under any provision of law, Operator agrees to provide Transporter, prior to the

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97-201-000

Original Sheet No. 341 Original Sheet No. 341 : Superseded

INTERCONNECTION AGREEMENT

ARTICLE IV
(Cont'd)

effective date of this Agreement, and to keep in force throughout the term of this Agreement, any of one of the following:

(1) A security deposit in the amount of Ten Thousand Dollars (\$10,000), to be held in a non-interest-bearing account by Transporter;

(2) An irrevocable letter of credit in a form acceptable to Transporter bearing a face amount of \$10,000;

(3) At Transporter's discretion, a copy of the most recent audited financial statements of Operator (or of a guarantor of Operator's performance hereunder) showing a net worth in excess of Thirty Thousand Dollars (\$30,000), or a copy of the most recent unaudited financial statements of Operator (or of a guarantor of Operator's performance hereunder) showing a net worth of at least Forty Thousand Dollars (\$40,000), in which event, Operator shall also provide Transporter with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of Ten Thousand Dollars (\$10,000) in each state in which Operator conducts any business.

(C) Transporter reserves the right to require Operator to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement.

ARTICLE V

BALANCING

(A) For purposes of this section, a "Positive Imbalance" shall occur when Operator delivers gas to Transporter at any Exhibit A Receipt Point that is not scheduled or otherwise allocable to any shipper of Transporter pursuant to the provisions of Transporter's FERC Gas Tariff.

(B) Except with regard to gas delivered at Receipt Points subject to an effective Operational Balancing Agreement between Transporter and Operator, and without limiting any other rights of Transporter hereunder

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INTERCONNECTION AGREEMENT

ARTICLE V
(Cont'd)

(including rights set forth in any tariff provisions incorporated by reference below), Transporter shall have the option to retain Positive Imbalances arising under this Agreement free and clear of any claims by any adverse party including Operator, in exchange for payment by Transporter to Operator of an amount equal to the product obtained by multiplying the quantities retained by the Positive Imbalance Cash-out Price set forth in Transporter's tariff.

ARTICLE VI

INCORPORATION OF TARIFF PROVISIONS

(A) The provisions of Transporter's effective FERC Gas Tariff applicable to the relationship between Transporter and Operator, and any revisions thereof that may be made effective hereafter, are hereby made applicable to and part hereof by reference. Without limitation of the foregoing, such tariff provisions include the definitions therein and the provisions regarding gas quality, measurement, measurement equipment, possession of gas and responsibility, warranty of title, force majeure and remedies, nominating and scheduling services, unauthorized tenders and receipts, and gas industry standards.

ARTICLE VII

MISCELLANEOUS

(A) No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

(B) No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

Effective Date: 04/01/1997 Status: Effective
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Original Sheet No. 343 Original Sheet No. 343 : Superseded

INTERCONNECTION AGREEMENT

ARTICLE VII
(Cont'd)

(C) Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Operator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

(D) Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: National Fuel Gas Supply Corporation
Gas Supply - Transportation
Room 1200
10 Lafayette Square
Buffalo, New York 14203

Operator:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

(E) This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

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INTERCONNECTION AGREEMENT

ARTICLE VII
(Cont'd)

(F) The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

(G) No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

(H) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law regarding the conflict of laws.

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

By: _____
Title: _____

(Operator)

By: _____
Title: _____

Effective Date: 12/31/1996 Status: Effective

FERC Docket: RP97-191-000

First Revised Sheet No. 377 First Revised Sheet No. 377 : Superseded
Superseding: Sheet Nos. 377 through 381

Notice of Cancellation

The following tariff sheets have been cancelled
and reserved for future use.

Sub. Original Sheet Nos. 377 through 379
Original Sheet Nos. 380 & 381

Effective Date: 01/06/1995 Status: Effective
FERC Docket: RP95- 83-001

Sub. Original Sheet No. 378 Sub. Original Sheet No. 378 : Superseded

INDEX OF CUSTOMERS
ESS RATE SCHEDULE

Shipper	Capacity	MDWQ	Contract Dates	
			Effective	Termination
Bristol & Warren Gas Company	41,676	276	02/01/94	03/31/03
Eastern Natural Gas Company	198,194	4,376	08/01/93	03/31/07
National Fuel Gas Distribution Corp.	25,882,071	524,878	08/01/93	03/31/03
North Attleboro Gas Company	57,531	381	08/01/93	03/31/03
North East Heat & Light Co.	22,648	500	08/01/93	03/31/03
Peoples Natural Gas Company	748,611	9,793	08/01/93	03/31/03

Effective Date: 01/06/1995 Status: Effective

FERC Docket: RP95- 83-001

Sub. Original Sheet No. 379 Sub. Original Sheet No. 379 : Superseded

INDEX OF CUSTOMERS
FT RATE SCHEDULE

Shipper	MDTQ	Contract Dates	
		Effective	Termination
Bay State Gas Company	6,424	09/01/93	08/31/03
Delmarva Power & Light Company	2,800	01/01/94	12/31/04
Encogen Four Partners, Inc.	15,000	09/01/93	04/30/07
Fulton Cogeneration Association	6,050	09/01/93	10/31/05
Iroquois Energy Management, Inc.	738	11/01/93	10/31/03
KCS Energy Management Services	6,000	11/01/93	11/01/06
LG&E Westmoreland Rensselaer	18,100	02/01/94	01/31/04
Medina Power Company	2,800	11/10/92	10/31/03
Norcon Power Partners	16,837	09/01/93	08/31/13
Northern Utilities	989	11/01/93	03/31/03
Transco Energy Marketing Co.	48,400	11/01/93	11/01/07
Iroquois Energy Management, Inc.	9,362	11/01/94	11/01/04

Effective Date: 01/06/1995 Status: Effective
 FERC Docket: RP95- 83-000

Original Sheet No. 380 Original Sheet No. 380 : Superseded

INDEX OF CUSTOMERS
 SS-1 RATE SCHEDULE

Customer	Maximum Annual Storage Volume	Contract Dates	
		Effective	Termination
Bay State Gas Company	1,850,000	11/01/93	03/31/95
Berkshire Gas Company	400,000	01/01/88	03/31/95
Central Hudson Gas & Electric Electric Corp.	500,000	01/01/88	03/31/95
Colonial Gas Company	2,000,000	01/01/88	03/31/95
Connecticut Natural Gas Co.	1,200,000	01/01/88	03/31/95
Elizabethtown Gas Company	1,500,000	01/01/88	03/31/95
Energy North Natural Gas, Inc.	650,000	04/01/90	03/31/95
Essex County Gas Company	350,000	01/01/88	03/31/95
Fitchburg Gas & Electric & Light Company	300,000	01/01/88	03/31/95
Northern Utilities, Inc.	550,000	11/01/93	03/31/95
Orange & Rockland Utilities, Inc.	1,500,000	01/01/88	03/31/95
Transcontinental Gas Pipe Line Corp. SS1	5,000,000	01/01/88	03/31/95
Transcontinental Gas Pipe Line Corp. SS2	11,000,000	03/29/90	03/31/05
Valley Gas Company	550,000	01/01/88	03/31/95

